

# **A G R E E M E N T**

*between*

**National Federation of Federal  
Employees (NFFE)  
Local 2097**

*and*

**Aviation System Standards  
Flight Inspection Maintenance Division (AVN-300)**

*located*

**Oklahoma City, Oklahoma  
*and*  
Atlantic City, New Jersey**

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## **PREAMBLE**

Pursuant to the finding of Congress in Chapter 71 of Title 5 of the U.S. Code that labor organizations and collective bargaining in the Civil Service are in the public interest, the following Articles constitute an agreement between the Aviation System Standards, Flight Inspection Maintenance Division (AVN-300), located in Oklahoma City, Oklahoma, and Atlantic City, New Jersey, hereinafter referred to as the Employer, and the National Federation of Federal Employees (NFFE), Local 2097, hereinafter referred to as the Union. The Employer and the Union will be collectively referred to as the Parties.

## **ARTICLE 1**

### **RECOGNITION AND COVERAGE**

**SECTION 1.** The Employer hereby recognizes the Union as the exclusive bargaining representative in the unit consisting of all nonprofessional employees of the AVN Flight Inspection Maintenance Division (AVN-300), located at the Mike Monroney Aeronautical Center in Oklahoma City, Oklahoma, and the Federal Aviation Administration (FAA) Line Station Maintenance Branch located in Atlantic City, New Jersey. Other employees of the AVN Flight Inspection Maintenance Division (AVN-300), for whom the Union may be certified as the exclusive representative shall be covered by this Agreement.

**SECTION 2.** Excluded from the unit defined in Section 1 of this Article are professional employees, confidential employees, management officials, supervisors, and employees engaged in Federal personnel work in other than a purely clerical capacity described in Title 5, U.S. Code (USC) 7112(b)(2)(3)(4)(6) and (7).

## **ARTICLE 2**

### **RIGHTS OF EMPLOYEES**

**SECTION 1.** It is agreed that each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Article, such right includes the right:

**a.** To act for a labor organization in the capacity of a representative and the right in that capacity, to present the view of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and,

**b.** To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

**SECTION 2.** The Parties recognize the rights of employees described in Chapter 71, Title 5 USC, and this Article, and agree that no interference, restraint, coercion, or discrimination will be practiced to encourage or discourage membership in a labor organization. This Article does not authorize participation in the management of a labor organization or acting as a representative of a labor organization by a management official, a supervisor, or a confidential employee, except as specifically provided in Chapter 71, Title 5 USC, or by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

**SECTION 1.** (a) Subject to Sub Section (b) of this Article, nothing in this agreement shall affect the authority of any management official of the FAA-

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws-

(A) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(C) With respect to filling positions, to make selections for appointments from --

(i) Among properly ranked and certified candidates for promotion; or

(ii) Any other appropriate source; and

(D) To take whatever actions may be necessary to carry out the agency's mission during emergencies.

**(b)** Nothing in this Article shall preclude any agency and any labor organization from negotiating-

**(1)** At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

**(2)** Procedures which management officials of the agency will observe in exercising any authority under this section; or

**(3)** Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**SECTION 2.** The Employer agrees to conform to the spirit and intent of merit system principles, avoiding any preferential or derogatory treatment of individual employees based on personal relationships and will not exercise management rights in an arbitrary and capricious manner.

## **ARTICLE 4**

### **COMMUNICATION AND LABOR-MANAGEMENT COOPERATION**

**SECTION 1.** Upon request of either party, the Union President and First Vice-President or designee(s) shall meet with the Manager and Assistant Manager of AVN-300, or designee(s), by arrangement and mutual agreement between the Parties. The President of Local 2097 will normally be the point of contact for communication. Either party will designate in writing to the other, within ten (10) working days, when there is a change in the name

of the person who will serve as its point of contact for the scheduling of meetings to discuss matters of mutual interest.

**a.** It shall be the responsibility of the party requesting the meeting to identify, at the time of request, major items it wishes to discuss. Such contact may be made in writing or by telephone whichever method is agreeable and scheduled at convenient times and places agreed to by the parties.

**b.** Meetings between the Parties will be conducted during the basic tour of duty of AVN-300 management and Union representatives. The number of Union representatives who will be granted official time to participate in such meetings, if otherwise in a duty status, shall be equal to the number of AVN Supervisors or Managers participating; in no event shall such number be less than two.

**c.** It shall be the responsibility of the management official contacted to inform the Union of the identity and number of persons in addition to the management persons mentioned in Section 1 of this Article who will attend and their purpose for attendance.

**d.** The Union will be allowed to name additional representatives to attend the meeting if more than two management officials from AVN-300 are to attend.

**SECTION 2.** Meetings between Union representatives and management officials below Division level will be scheduled on an informal basis at agreed to times and places.

**SECTION 3.** The Employer will, upon request of the President of Local 2097 or a designee, furnish the Union with a current list of the names, position titles, grades, and organizations, of employees



in AVN-300. These requests may be made on a quarterly basis but no more than five times a year.

**SECTION 4.** The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend upon voluntary contributions for successfully achieving their objectives. The Parties agree that employees should be encouraged to participate in authorized charity drives. However, in no case, shall the Employer or the Union coerce any employee to contribute unwillingly to any charity.

**SECTION 5.** The Employer will inform each unit employee that NFFE Local 2097 is the exclusive representative. The Union representative will be provided up to twenty (20) minutes during orientations for new unit employees to explain the role and responsibilities of the Union. This time may be extended upon mutual agreement and necessity. The Management representative will leave during the Union orientation phase. The Union representative shall be allowed official time for this presentation and will be notified in advance of orientation times and places. The President of Local 2097 or a designee will be the person notified who will name the Union representative to attend the orientation meeting.

**SECTION 6.** The Employer will provide to individual employees, upon request, a copy of the NFFE Health Benefit brochure during open season.

**SECTION 7.** The Employer shall print and distribute copies of the negotiated agreement in booklet form to insure every employee in the bargaining unit will have a copy. A sufficient number of copies shall be printed to include distribution to new employees as hired, and to supply the Union with no less than 65 copies. The cost of printing and distribution shall be borne by the employer.

**SECTION 8.** The Union will attempt to promote faithful and efficient work performance by employees within the bargaining unit. The Employer agrees to treat all employees in the bargaining unit in a fair and equitable manner, avoid discrimination and conduct their operations in a manner which will show proper regard for the dignity of these employees.

**SECTION 9.** The Parties agree that communication and cooperation are inherent to good Labor-Management Relations and to that end will strive to maintain this spirit. The Parties also recognize the importance of building a constructive bilateral relationship which will aid in the achievement of the mission of the FAA and are committed to a positive problem-solving approach and the use of the negotiation process to achieve the effective conduct of public business and the well-being of employees.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

**SECTION 1.** The purpose of this Article is to provide a procedure for the timely consideration and resolution of grievances.

**SECTION 2.** *A grievance shall be defined as any complaint:*

**a.** By a unit employee concerning any matter relating to the employment of the employee.

**b.** By the Union concerning any matter relating to the employment of a unit employee.

**c.** By a unit employee, the Union, or the Employer concerning;

(1) The effect or interpretation, or a claim of breach of this Agreement;

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation.

**SECTION 3.** *Scope and Exclusiveness of Grievance Procedure.*

**a.** This Article shall constitute the sole and exclusive procedure available to the Union, and employees of the bargaining unit for the resolution of grievances subject to the control of the Employer applicable to any matter involving working conditions, or any matter involving the interpretation and application of policies, regulations, and practices of the Employer subject to the following exclusions under 5 USC 7121 (c):

(1) Any claimed violation of 5 USC 7321 relating to prohibited political activities.

(2) Retirement, life insurance, or health insurance.

(3) Suspension or removal in the interest of national security under 5 USC 7532.

(4) Any examination, certification, or appointment.

(5) The classification of any position which does not result in the reduction in grade or pay of an employee.

**b.** A grievance may be filed regarding the interpretation and application of policies, regulations, and practices of the Employer; any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment subject

to the control of the Employer; or the effect or interpretation, or a claim of breach or violation of this Agreement.

**SECTION 4.** *Policy of Settlement and Protection from Reprisal.*

The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

**SECTION 5.** *Right to Information and Testimony of Witnesses:*

a. An employee and/or his/her representative in a grievance action will have access to all material pertinent to the grievance. The Employer will upon request of the employee or his/her Union representative provide information from official records, including extracts or copies of such records which may pertain to the grievance. Should a representative request to view an employee's personnel record, the Employer may require written authorization from the employee. Written authorization is not required for 5 USC 7114 requests.

b. If the Employer interviews bargaining unit employee witnesses, the Union shall be afforded the opportunity to be represented at the interviews.

**SECTION 6.** *Extension of Time Limits.* Time limits in this Article may be extended by mutual agreement of the Employer and the Union. Mutual agreement must be in writing and signed by the President of Local 2097 or a designated representative, and the Manager of AVN-300 or a designated representative. Failure to

respond or meet will permit the grievance to be settled pursuant to the requirement of Section 14 of this Article if time limits are missed.

**SECTION 7.** *Disputes of Grievability or Arbitrability.* The Employer agrees to furnish the Union a final written decision concerning the non-grievability or non-arbitrability of a grievance, within the time limits provided for the written decision in Step 3 of this procedure. If the grievance is alleged to be subject to statutory appeal procedures the decision shall expressly state this claim. All disputes of grievability or arbitrability shall be referred to the arbitrator. The arbitrator shall have the authority to make all grievability, arbitrability, and all threshold issue determinations. If the arbitrator determines the issue is grievable or arbitrable, the arbitrator will hear the merits of the grievance. Upon mutual agreement of the parties, threshold issues may be submitted to the arbitrator by brief, and decided, prior to a hearing on the merits of the underlying grievance(s).

**SECTION 8.** *Union Rights in a Nonunion Represented Grievance.* If a unit employee presents a grievance directly to the Employer without Union representation, Local 2097 shall be given the opportunity to be represented at any discussion of the grievance. The Union representative shall be in duty status. The Employer shall provide a copy of the grievance to the Union.

**SECTION 9.** *Limit to Individual Presentation.* The right of individual presentation does not extend beyond Step 3 of this procedure and does not include the right to take the matter to arbitration.

**SECTION 10.** *Impartiality and Objectivity of Decision.* If the deciding official is the respondent in the grievance or has made a decision during a prior step, the deciding official should refer the

grievance to a higher administrative level in AVN to preclude prejudice in his/her decision. The designated official to whom the grievance is referred for resolution must not be the official who took the action or who was involved in an attempt to previously resolve the complaint.

**SECTION 11. *Grievance Procedure.*** The following procedures shall be exclusively used for the submission of employee grievances to the Employer under this Article. Grievances which allege coercion, reprisal, or retaliation for filing a grievance may be filed at Step 3 of this grievance procedure.

**Step 1.** An aggrieved employee or Union desiring to file a grievance concerning any matter covered by this Article which occurs while the grievant is a member of the bargaining unit, shall seek resolution of the grievance from the lowest level supervisor/management official having authority to remedy the grievance within thirty (30) calendar days of the date of the action or reasonable awareness of such action or occurrence. A grievance concerning a continuing practice or condition may be presented at any time. Such employee may request the assistance of a designated Union representative in preparing and presenting the grievance. A grievant and the designated representative will be allowed reasonable and necessary official time, if otherwise in a duty status, in reasonable privacy and in a suitable place provided by the Employer, to discuss, investigate, and prepare the grievance. Grievances will normally be presented in writing. If the first level supervisor determines it is not within his authority to resolve the matter, the supervisor shall make arrangements with the appropriate management official, with requisite authority to accept the grievance. The supervisor will answer the grievance in writing within ten (10) calendar days of the date of the receipt of the grievance or within ten (10) calendar days of the date of the oral presentation, whichever comes later.

**Step 2.** If the employee or Union is not satisfied with the answer given in Step 1 the employee or his/her Union representative may submit the grievance to the Branch Manager or designee within ten (10) calendar days from receipt of the Step 1 answer. The Branch Manager's or designee's decision shall be in writing and shall be delivered to the employee or designated Union representative within ten (10) calendar days of receipt of the grievance by the Branch Manager or designee.

**Step 3.** If grievant or Union is not satisfied with the Branch Manager's decision in Step 2, the grievant or Union may submit the grievance in writing to the Division Manager or designee within ten (10) calendar days from receipt of the Step 2 answer. The Division Manager's or designee's decision shall be in writing and delivered not later than ten (10) calendar days of receipt of the grievance by the Division Manager or designee. The decision shall be served on the grievant and the designated Union representative at this time. The grievance response must state the finality of the decision, and any questions or decisions concerning the grievability or arbitrability of the matter in the written document.

## **SECTION 12.** *Union or Employer Grievances.*

**a.** In the case of any grievance involving the interpretation or application of this Agreement or violation of law, rule, or regulation affecting conditions of employment which the Union may have against the Employer, or which the Employer may have against the Union, such grievance shall be submitted in writing to the Manager (AVN-300) or a designee, or to the President of Local 2097 or a designee, within thirty (30) calendar days of the event or series of events or reasonable knowledge of the event or events giving rise to the grievance.

**b.** If the aggrieved party is not satisfied with the decision and/or no settlement has been reached within thirty (30) days from the date of the submission of the grievance, the matter may be submitted to arbitration by either party pursuant to provisions for arbitration in Article 6.

**SECTION 13.** In the absence of unusual mitigating circumstances, failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance settled on the basis of the last decision given unless an extension of time limits has been agreed upon. Failure of management to render a decision within any of the time limits specified in this Article shall entitle the grievant to progress the grievance to the next step without a decision. Reasonable filing extension requests will be granted.

## **ARTICLE 6**

### **ARBITRATION**

#### **SECTION 1.** *Selection of Arbitrator.*

**a.** If the Union is not satisfied with the decision at Step 3, the Union President may, within thirty (30) calendar days following receipt of the decision at Step 3 or the day the answer was due, advise the Division Manager in writing that the Union desires that the matter be submitted to an impartial arbitrator.

**b.** Within five (5) days after the request for arbitration is served, the Union and the Employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven arbitrators.

**c.** Within twenty-one (21) calendar days after receipt of the list, representatives of the Union and the Employer shall meet to select



an arbitrator from the list. The parties shall alternately strike names from the list until only one name remains. A toss of a coin shall determine which party strikes first.

**d.** If, for any reason, either party refuses to participate in the selection of an arbitrator, the other party will select an arbitrator from the list of FMCS arbitrators.

**SECTION 2.** *Date and Site of Arbitration.* Upon notification through FMCS to the arbitrator of his selection, representatives of the Employer, and the Union shall meet to make arrangements for the hearing on a mutually acceptable date. The parties will schedule the hearing within ten (10) calendar days from the receipt of the selected arbitrator's availability. The hearing will be held on FAA premises in a room appropriate for a hearing. The hearing will be held during normal working hours unless otherwise mutually agreed.

**SECTION 3.** *Proceedings-Arbitrator's Authority-Award.*

**a.** The arbitrator will confine the hearing to the specific issues in dispute. The arbitrator's authority is limited to deciding only the issue or issues considered in the grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard. The arbitrator is empowered to devise an appropriate remedy consistent with the terms of the Agreement and in accordance with applicable law, rule, or regulation, including reasonable attorney fees. Either side reserves the right to argue to the arbitrator what the appropriate remedy should be.

**b.** The order of proceedings will be determined by the arbitrator.

**c.** The arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend this time limit. The arbitrator shall submit his decision to the Union and the Division Manager (AVN-300).

**d.** The arbitrator's award shall be binding on the parties and implemented upon receipt, unless appealed or stayed. Either party may file exception to an award to the FLRA pursuant to 5 USC 7122 of Public Law 95-454.

**e.** Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.

**f.** The fee and expense of the arbitrator shall be borne by the losing party determined by the decision and award of the arbitrator. If the decision does not substantially favor either party, the expense and fees shall be assessed on a prorated basis based on a percentage determined by the arbitrator.

**g.** The cost of the court reporter or transcript, where it is mutually agreed by the Parties or where required by the arbitrator, shall be shared equally by the Parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. Any party subsequently requesting and receiving a copy of a transcript of an arbitration hearing must pay 50 percent of all costs incurred in the preparation of such transcript.

**h.** If a cancellation fee is incurred, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written settlement. In

the case of a settlement and a cancellation fee is charged, both parties share the fee.

**SECTION 4.** *Official Time for Grievant and Representative: Duty Time for Witnesses: Questioning of Witnesses.*

**a.** The grievant and the Union representative if an employee of the FAA, shall be given official time to present the grievance if otherwise in a duty status.

**b.** The Employer agrees that witnesses shall be excused from duty to provide testimony in arbitration hearings. The Employer agrees to adjust the schedules of witnesses, to allow them to appear in a duty status. Witnesses shall not suffer loss of pay or charge to leave in order to testify.

**c.** The parties must exchange written witness lists no later than fourteen (14) calendar days prior to the scheduled date of the hearing. Upon notification either party may have new witnesses to provide new information.

**SECTION 5.** *Expedited Arbitration.* The process for expedited arbitration is identical to regular arbitration, except that no transcripts are taken and no post-hearing briefs allowed. The arbitrator will issue a bench decision or abbreviated written award no later than seven (7) calendar days from the date of the hearing. This procedure may be invoked by mutual agreement of the parties on a case by case basis.

## **ARTICLE 7**

### **USE OF OFFICIAL FACILITIES**

**SECTION 1.** The Employer shall provide suitable space within AVN-300 in Oklahoma City, Oklahoma, and Atlantic City, New Jersey, for periodic meetings during non-duty time upon request when available. The Union shall be responsible for insuring the space is left in the same condition in which it was found.

**SECTION 2.** The Employer shall furnish the Union suitable office space within AVN-300 in Oklahoma City, which can be locked for security purposes, and which will provide privacy for discussions with employees and the conducting of Union functions. The office space shall be sufficiently large enough to conduct Union business. The Employer shall provide the Union with the use of two locking file cabinets, chairs, a desk, the Federal Personnel Manual, Federal Aviation Regulations, and 4100.24 General Maintenance Manual and TI 4100.27 and appropriate revisions.

**SECTION 3.** The Employer agrees to request for the Union office a telephone equipped with internal capabilities, outside line, and FTS access for official use. Union representatives shall have reasonable access to other Government telephones for use when necessary in conducting labor-management affairs. The Union agrees to use telephone facilities judiciously and in the public interest. Bargaining unit employees in areas separated from Oklahoma City, such as those in Atlantic City and New Jersey, shall have access to FTS lines to contact Union representatives in Oklahoma City.

**SECTION 4.** It is agreed the telephone number of the Union Office in AVN-300, the President, First Vice-President, and Chief

Steward of NFFE Local 2097, will be published in the next edition of the Mike Monroney Aeronautical Center (MMAC) Telephone Book and subsequent editions.

**SECTION 5.** The Employer shall provide at least one glass enclosed and lockable bulletin board of not less than 36" x 36" in these areas in Oklahoma City and Atlantic City.

***In Oklahoma City, Oklahoma:***

a. The first floor of Hangar 8, Hangar 9, and Hangar 10 (a non-enclosed board on the East side of the Hangar floor and an enclosed board in the South hallway Hangar 8 and Hangar 9 East).

b. The engine buildup shop.

c. The second floor break area, the Avionics Unit and Avionics Test Equipment Shop in Hangar 9 - East.

d. The Avionics Shop Unit on the third floor Hangar 9 - East.

e. The second floor Cafeteria Hangar 9 - West.

***In Atlantic City, New Jersey, in Building 301:***

a. The first floor Hangar area.

b. The first floor Aircraft Shops and the Avionics Shop.

c. FIAO maintenance shop.

for the posting of suitable Union material. It is agreed these bulletin board privileges are the exclusive right of the Union and

their use shall not be extended to any other organization without permission of the exclusive representative.

**SECTION 6.** Union literature and other notices may be placed in designated places in Oklahoma City, Building 301 in Atlantic City, and in lunch rooms and break areas where bargaining unit employees work.

**SECTION 7.** The internal mail system may be used by the Union for communication with management officials within the agency and with Union officials at Atlantic City on matters concerning labor-management relations.

**SECTION 8.** The Employer agrees to allow use of and furnish access to available AVN-300 copying machines. Personal computers and associated hardware may be used by those individuals, who in their normal course of business use this equipment. Use of Government equipment must be on official time or nonduty time.

**SECTION 9.** *Eating Facilities for Employees.* The Employer agrees to continue to provide eating facilities for its employees. However, if it is determined that existing eating facilities are to be closed, reduced, or relocated, the Union will be notified in advance of implementation. As soon as possible, upon Union request, designated officials of the Employer and the Union shall meet and confer on implementation and procedures used in order to minimize the impact of such action on affected bargaining unit employees. The parties also agree to jointly consider ways to improve quality, service, and costs of food at eating facilities which are under the control of the Employer.

**SECTION 10.** The Employer will provide adequate unpaid parking for bargaining unit employees. Upon request of the Union,

the Employer will review reserved parking on the East side of Duke Avenue which is used by AVN-300 employees. These reviews will not take place more frequently than once per quarter. Such reviews shall be submitted to the Union.

## **ARTICLE 8**

### **UNION REPRESENTATION AND OFFICIAL TIME**

**SECTION 1.** The Union President will provide the Employer with written designation of Union representatives. The representatives will be designated to serve at large to provide expertise in particular and specialized areas of labor-management functions and to provide representation to employees. The Union will designate representatives for specific negotiation issues, as required.

**SECTION 2.** The Union will be given the opportunity to be represented at formal discussions between management/supervisor(s) and employee(s) concerning employee grievances and personnel policies and practices, procedures, or other conditions of employment.

**SECTION 3.** Reasonable amounts of official time will be granted to Union representatives to perform the following functions:

- a.** Receive and investigate employee complaints.
- b.** Prepare and present grievances, statutory appeals, and arbitrations.
- c.** Prepare and present replies to proposed disciplinary/adverse actions.

- d. Respond to grievances against the Union.
- e. Attend formal discussions and/or examinations.
- f. Review and respond to management initiated actions.
- g. Prepare proposals for negotiations.
- h. Accompany inspectors on safety and health inspections in accordance with Article 28, Occupational Safety and Health.
- i. Preparation of reports required by Title 5 USC 7120(c).
- j. Perform other appropriate representational duties.

**SECTION 4.** For official time purposes, the Union is entitled to at least an equal on-the-clock number of representatives as the agency at official discussions with the agency.

**SECTION 5.** Employees will be granted reasonable time to prepare and present complaints/grievances, including meetings with Union representatives. The representatives will make appropriate arrangements before engaging in representation on duty time.

**SECTION 6.** An officer or representative of the Union shall notify his/her immediate supervisor and obtain approval prior to leaving his/her work area or work assignment.

**SECTION 7.** An officer or representative of the Union in requesting permission to perform representational activities on official time shall provide his/her immediate supervisor in writing the following information:



- a. Nature of business for which time is requested.
- b. General area(s) to be visited.
- c. Approximate amount of time required.
- d. When the time is to be utilized.

The supervisor will indicate approval, disapproval, or modification on the document, and return it to the representative. Additional time may be approved when justified. If the time is disapproved or modified, the supervisor will state the specific reason for disapproval or modification on the document.

**SECTION 8.** The Employer shall grant, in the absence of compelling operational requirements, a reasonable amount of official time. In the event that compelling operational requirements preclude the usage of official time, an alternative time shall be provided later that day, the following workday, or as soon as practicable thereafter. The filing deadline for the grievance being processed, will automatically be extended to the number of days the usage of official time is postponed.

**SECTION 9.** Normally, official time authorized under this agreement shall be spent at the representative's duty location unless otherwise authorized. An officer or representative of the Union who leaves his/her work area in accordance with Sections 6 and 7 above, shall advise the appropriate official of his/her return to the work area whenever feasible.

**SECTION 10.** The Employer will provide an area for the Union's use to privately discuss an employee grievance, to prepare a reply to a notice of an adverse action, grievance, and/or any other matter relating to the conditions of employment involving representation.

**SECTION 11.** The Employer will exercise no restraint, interference, coercion, omissions of normally granted employee rights or privileges, or discrimination against a Union representative because of his/her Union duties.

**SECTION 12.** The Union President or his/her designee shall be provided a total of ten (10) hours of official time per week excluding meetings under Sections 1 and 2, Article 4, to perform appropriate labor-relations functions. Additional time may be negotiated and approved on a case-by-case basis.

**SECTION 13.** When a Union officer or representative is detailed or temporarily promoted to a supervisory position for one hundred and twenty (120) days or more the Union shall be notified. During this period the individual may not act as a Union representative. The Union may designate another to act during this period.

## **ARTICLE 9**

### **DUES WITHHOLDING**

**SECTION 1.** This Article constitutes a mutual understanding between the Parties of their respective responsibilities, procedures, requirements, and conditions concerning the withholding and remitting of dues of certain employees who are members of Local 2097 National Federation of Federal Employees, who authorize allotments from their pay for this purpose pursuant, to Title 5 USC 7115(a).

**SECTION 2.** Any employee who is a member of the unit of exclusive recognition may assign an allotment of pay for the payment of dues to NFFE 2097. Such assignment will be honored

provided the employee receives sufficient pay to cover the full amount designated by the authorization.

**SECTION 3.** The procedural responsibilities of the Parties in processing the authorization shall be as follows:

**a.** The Union agrees to inform members in the unit of the voluntary nature of assigning an allotment of pay for dues and will instruct employees in the procedure for requesting authorization of the assignment.

**b.** The Union agrees to acquire and distribute to unit members Form SF-1187 and to receive completed forms from employees who request allotments. A Standard Form 1187 is the only form that may be used for this purpose.

**c.** The Union President will designate in writing to the Office of Financial Services (AMZ-1) the individuals who are authorized to complete Section A of the SF-1187, if used, and will determine that the forms are properly completed. Certified SF-1187's may be submitted by mail or directly to AMZ-1.

**d.** A properly completed and certified form will be effective at the beginning of the first full pay period following receipt of the form by the Accounting Division.

**e.** An assignment which has not been properly completed or properly certified may not be accepted and will be returned to NFFE Local 2097 at its current address by the Accounting Division within ten (10) workdays after receipt by the Accounting Division with notice of the reason why it has not been processed.

**f.** With the exception of Item 3, items marked with an "X" on the SF-1187 and Section A and B, will be completed with the

required information. In the event an SF-1187 is returned to the Union, AMZ-1 will state the reason for its return.

**SECTION 4.** The frequency of withholding and changes in the amount of dues shall be as follows:

**a.** Allotted dues will be withheld from the biweekly payrolls. The amount to be withheld shall be the amount of the regular dues of the member as specified on the SF-1187 or equivalent form and governed by Section 4.b. (as follows).

**b.** If the amount of regular dues is changed by the Union, the President of Local 2097 will notify the Manager, Office of Financial Services, in writing, that the amount of regular dues has changed and will certify the new rate and the effective date of the change. The amended amount will be withheld effective the beginning of the first full pay period following receipt of the instructions from the Union to the Manager, Office of Financial Services (AMZ-1). New authorization forms are not required. Only two changes may be made in any period of twelve (12) consecutive months. However, one additional change may be made to reflect a change in the national assessment.

**SECTION 5.** An allotment may be terminated effective the first full pay period following the effective date:

**a.** When this agreement is terminated under conditions prescribed by Chapter 71, Title 5, USC by appropriate authority outside of the Department of Transportation.

**b.** When the Union gives notification that the employee is no longer a member of the Union.

c. When the Employer correctly determines that the employee is no longer a member of the bargaining unit, i.e., separated from the FAA, permanently promoted, transferred, or reassigned from the unit for which recognition was granted.

d. When an employee requests and submits a properly completed SF-1188 which is received no later than the anniversary date. If a timely request for revocation is not submitted, the authorization will recycle for additional one (1) year periods on each anniversary date. (The anniversary date is the starting date of the first full pay period for which dues were deducted from the employee's pay.) Upon receipt of an SF-1188, Office of Financial Services (AMZ-1) shall refer to the remittance listing and determine the anniversary date of the allotment. The beginning date of the first full pay period after the anniversary date occurs will be entered in Item 6 on the SF-1188. Copy 2 of the SF-1188 will promptly be provided to the Union for confirmation of the anniversary date entered by the Accounting Division. All such notifications, including Copy 2 of the SF-1188, will be forwarded to NFFE Local 2097 at its current address. In the event the anniversary date is in dispute, the Union will promptly notify the Manager, Office of Financial Services (AMZ-1) in writing of the error.

## **SECTION 6. *Processing of Allotments.***

a. A dues withholding allotment made pursuant to Title 5 USC 7115(a) shall be at no cost to the Union or the employee.

b. The remittance check will be payable to the allottee designated by the President of Local 2097 and mailed to the address designated.

**c.** At the time of each remittance, the allottee will be sent a statement giving the following information:

**(1)** Identification of the office or facility.

**(2)** Identification of the Union Local.

**(3)** The name of each unit employee, in alphabetical order, for whom a deduction was made during each pay period and the amount of each deduction.

**(4)** Identification of unit employee(s) whose allotments have been temporarily or permanently stopped and the reasons for non-deduction.

**(5)** Total number of members for whom dues were withheld.

**(6)** Total amount withheld on this payroll. The Employer will continue, upon request, to provide a copy of the microfiche pertinent to NFFE Local 2097.

**d.** The Union agrees to keep the Manager, Office of Financial Services (AMZ-1), currently informed of the name, title, and address of the allottee to whom the remittance will be sent and the address of the Treasurer of Local 2097.

**e.** In the event there is an underpayment to the Union in remittance checks, such error will be corrected in the next remittance check issued to the Union. If there is an alleged overpayment in the remittance, the Union will be notified and will refund the amount of overpayment when the allegation is verified and a waiver is not appropriate. The Employer's claim of overpayment will be made to the Union in writing in advance of

any set-off against dues allotments of present unit members before attempting to recoup an alleged overpayment.

## **ARTICLE 10**

### **BARGAINING DURING THE TERM OF THE AGREEMENT**

**SECTION 1.** The Employer agrees that personnel policies, practices, and matters affecting conditions of employment which are within the jurisdiction of the Employer which are not specifically covered by this Agreement will not be changed or implemented without prior notification to and negotiations when requested by the Union. The number of negotiators authorized for the Union on official time, if otherwise in a duty status, shall be at least equal to the number for management. In no event shall such number for the Union be less than two.

**SECTION 2.** Privileges of employees which by custom, tradition, and known past practice which have become an integral part of working conditions shall remain in effect unless in violation of law or Government-wide rule or regulation or modified pursuant to negotiations under this Article.

**SECTION 3.** The Employer agrees to formally notify the Union in writing, of any proposed new or changed personnel policy, program, practice, procedures, or other matters affecting conditions of employment of members of the bargaining unit. Notification will be made at least fourteen (14) calendar days in advance except in emergency situations or situations beyond the control of the Employer, and will include the proposed effective date, action to be taken, and any known changes in working conditions. Should the Union wish to negotiate, a request to bargain must be received by management at least seven (7) calendar days prior to any proposed

effective date. When, prior to negotiations, information is requested pursuant to Title 5, USC 7114(b)(4) and meets the criteria of Title 5, USC 7114(b)(4), the Employer will respond as far in advance of the date of negotiations as feasible. In the event a written response is not received by the Union at least two (2) calendar days prior to the agreed date of negotiations, the Parties agree to reschedule the date of negotiations.

**SECTION 4.** Bargaining means the performance of the mutual obligation of the representative of the agency and exclusive representative of employees in an appropriate bargaining unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this Section does not compel either party to agree to a proposal or to make a concession.

**SECTION 5.** Should the Union desire to bargain with the Employer, it shall give at least fourteen (14) calendar days advance notice which shall include a statement of the matter to be discussed, and the proposed time and place of the discussion. Such notice and the issues to be discussed shall be presented in writing.

**SECTION 6.** In the event impasse is reached during these negotiations, if the Union notifies the Employer within seven (7) calendar days at the end of mediation efforts that it has submitted the issue to the Federal Services Impasses Panel, the Employer agrees not to unilaterally implement the changes except for emergencies or when the effective date is mandated by Federal law or any Government-wide rule or regulation.



**SECTION 7.** Disputes as to negotiability under this Article may be submitted to the Federal Labor Relations Authority for resolution as provided by Chapter 71 of Title 5, USC.

## **ARTICLE 11**

### **HOURS OF WORK**

**SECTION 1.** *Hours of Work.*

**a.** The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek normally shall be Monday through Friday, and the two (2) days outside the basic workweek shall be consecutive. The basic number of hours in the workweek shall be forty (40) hours per week. The occurrence of holidays shall not affect the designation of the basic work week. The basic non-overtime day shall not exceed eight (8) hours unless worked under a compressed work schedule.

**b.** Where employees are offered the right of choice or to volunteer under this Article, it is understood that such volunteers will be solicited from among qualified employees with the requisite skills and abilities as determined by management.

**SECTION 2 .** Breaks in working hours of more than one (1) hour shall not be scheduled in any basic workday unless mutually agreeable to Employer and Employee.

**SECTION 3.** *Weekend Duty.* Bargaining unit employees assigned to Saturday or Sunday duties shall be selected on a voluntary basis. If such duty is required for coverage of necessary work, requests for volunteers shall be made and selections made from the list of volunteers by service computation date (SCD). If there is an insufficient number of volunteers for necessary coverage, employees will be assigned on a rotating basis according to

seniority determined by reverse computation date. Employees will be selected in ascending order from the lowest SCD to the highest until all affected employees have been equally rotated. Waiver of weekend assignment may be granted in valid instances where the employee will suffer undue hardship because of such assignment.

**SECTION 4. a. *Rotating Shifts and Tours of Duty***

1. To the maximum extent possible, the employer agrees to permit bargaining unit employees the choice of a tour of duty on either the first or second shift. Solicitation of volunteers for tours of duty will be utilized before involuntary assignment to a night shift or duty days outside of the basic workweek are implemented.

2. Hours of Work.

(1) Established practice that when more volunteers are available than needed - the most senior person would be selected first.

(2) Established practice that when a person volunteers for an undesirable tour/shift and is selected and works said shift, that person cannot be bumped by a more senior new employee or current employee who subsequently changed their minds, and now volunteers for said tour/shift.

3. When the Employer determines to reduce the number of crews on undesirable shifts/tours - the least senior personnel shall be selected.

**b.** Assignments to shifts or tours of duty shall be scheduled in advance normally for periods of not less than four (4) weeks unless necessary and compelling mission requirement dictate otherwise. The employer will notify affected employees in writing at least two (2) weeks in advance. The Employer agrees that affected employees serving on jury duty will automatically revert to

Monday through Friday tour of duty, day shift, with hours corresponding to the official hours of AVN-300. The Employer also agrees that bargaining unit employees attending out-of-agency or FAA Academy training will revert to a Monday through Friday tour of duty.

**c.** Involuntary assignment of individual unit employees from one shift to another will be distributed among qualified employees with requisite skills and abilities using reverse SCD. A roster or record of employees involved in changes of tour of duty or change in shift shall be maintained by the employer and furnished to the Union upon request.

**d.** Employee requests for transfer from shift to shift will be given serious consideration based on the merits of the request. It is agreed that management will not make or deny changes in shift assignments in order to reward or punish an employee. When equally qualified employees wish to trade shifts and operational requirements permit, the employer will approve the change.

**e.** When the Employer desires to establish additional shifts or tours of duty the following procedures will be followed:

**1.** The Union will be notified of the proposed shift or tour prior to informing bargaining unit employees and, upon their request, will receive a briefing on the shift and or tour of duty;

**2.** Volunteers for the new shift or tour will be solicited initially in writing from among qualified bargaining unit employees with requisite skills and abilities at the lowest organizational level to which the shift or tour applies. Normally, employees will be given five (5) work days to respond to the request for volunteers;

**3.** If there are fewer volunteers than necessary to staff the shift or tour, bargaining unit employees will be assigned to the shift or tour in ascending SCD order from among qualified bargaining unit employees with the requisite skills and abilities;

**4.** Bargaining unit employees volunteering for permanent assignment to a shift other than day shift or tours of duty other than Monday through Friday will not rotate. A previously non-rotating bargaining unit employee desiring to rotate will give a minimum of three (3) weeks written notice to their immediate supervisor prior to returning to regular rotation;

**5.** Normally, the length of assignment of a bargaining unit employee to a rotating shift and/or tour of duty will be at least four (4) weeks.

**6.** Bargaining unit employees enrolled in educational courses advantageous to the FAA at the time of the implementation of the additional shift or tour of duty with an enrollment of at least two (2) credit hours will be given the opportunity to complete the current semester without rotating shifts and/or tours of duty unless emergency operational requirements prevent the employee's attendance. When the current semester session is over, the employee will enter into the regular shift and/or tour of duty rotation.

**7.** The Employer agrees to provide an opportunity for those bargaining unit employees assigned to an uncommon tour or off shift to attend agency sponsored career enhancement lecture/programs at the Mike Monroney Aeronautical Center which other AVN-300 employees are eligible to attend. The Employer agrees, when operational requirements permit, to accommodate the employee by adjusting their work hours so that they may attend these lectures/programs; and,

**8.** The Employer agrees that when shift and/or tour of duty rotation is required due to an insufficient number of volunteers, non-volunteers will be rotated every four (4) weeks at the pay period in an order that maximizes the amount of time an employee will remain on a given shift. This may require a tour of duty rotation more frequent than a shift rotation if both are being rotated.

**SECTION 5.** *Alternative Work Schedules.*

**a.** The Parties agree that Alternative Work Schedules (AWS) which are flexible and compressed may be worked according to the guidelines and approved schedules below for the purpose of improved productivity and greater service to the public.

**b.** No intimidation, coercion, or threats may be placed on employees by management or other employees concerning work schedules.

**c.** The parties agree that, based on organizational needs and operational requirements, the following AWS options are available to bargaining unit members:

- (1)** Flexitour Schedule
- (2)** Gliding Schedule
- (3)** Variable Day Schedule
- (4)** Variable Week Schedule
- (5)** Maxiflex Schedule

**(6) Four-day Workweek**

**(7) 5-4/9 Plan**

**(8)** Credit Hours will be available for employees working flexible schedules.

**1.** It is further agreed by the parties that not all options will be available to all employees based on organizational needs and operational requirements.

**2.** It is agreed that management decisions as to the options available or the non-availability of options to an employee or group of employees will be neither arbitrary nor capricious. This decision will be provided to the Union promptly in writing.

**3.** It is understood that adequate coverage of operations will continue to be necessary.

**4.** If a dispute arises as to the appropriate AWS to be implemented for a group of employees the Union may request that negotiations take place concerning impact of the management decision. Upon becoming aware of such a dispute the Union will be given prompt written notification by the Employer.

**5.** Once a particular AWS schedule has been approved, that approval may be rescinded by the Division Manager or his/her designee when the participation in AWS by a group of employees has resulted in an adverse impact on the operation within AVN-300. The Union will be given a one (1) week written notice of the decision prior to implementation and given the opportunity to meet and discuss issues. The joint meeting will be held during the one (1) week notice period. Both Parties shall be able to discuss their views. Affected employees will be given a one (1) week notice of

the change if practical. Upon request, the Employer will participate in post-implementation negotiations with the Union and will abide by any legal third party decision.

**6.** Employees who abuse AWS may have their participation terminated with the issuance of a written notice containing the reason(s) for the termination.

**d.** The descriptions of the various Alternative Work Schedules and the procedures associated with requesting approval to work an approved schedule are contained in FAA Aeronautical Center Handbook. All employees will be briefed on and provided with a Handbook describing the available schedules.

**e. Four/Ten (4/10) Compresses Work Schedule**

**(1)** Employees participating in the four/ten (4/10) compressed work schedule will be scheduled to work four (4) ten (10) hour days in each workweek of the pay period. The hours worked will be 0600-1630 day shift and 1600-0230 on the swing shift.

**(2)** The additional day off may be selected by the employee with the supervisor's approval. This regular day off may not in some cases be contiguous with the employee's consecutive regular days off and may be determined based on staffing requirements. Disputes among equally qualified employees as to selection of the additional day off will be settled by leave service computation date.

**(3)** Participation in the 4/10 compressed work schedule by employees in production functions will be by a majority vote of those eligible employees by shift at Unit level. This vote will be by secret ballot and will be conducted by the Union. A vote may be held only on a four (4) month interval upon an individual employee's request to his/her supervisor. At the beginning of the

pay period following the results of the vote affected employees will begin working the schedule determined by the vote.

**f.** Employees participating in alternative work schedules may be required to temporarily return to fixed or regular schedules for operational reasons. The affected employees will be given as much advanced notice as practical in writing.

**g.** The following conditions may be cause for temporary return to normal working hours for all or some employees participating in alternative work schedules:

**(1)** *Court Leave* - Employees serving on jury duty will revert to normal working hours.

**(2)** *Out-of-agency or FAA Academy Training* - Employees attending training will revert to normal working hours. The hours required by the training facility will become the normal working hours for the employee(s). Employees participating in on-the-job training (OJT) may, depending on the individual circumstances, revert to normal working hours.

**(3)** Employees in travel status will, at the discretion of the immediate supervisor, either revert to normal hours or remain on an alternate work schedule (AWS).

**(4)** When administrative leave is given due to hazardous weather conditions or other conditions beyond the control of the Employer, employees on an alternative work schedule will revert to normal hours. These conditions include such natural disasters as flood, fire, tornado, etc.



**h.** The current policy which permits employees to request special shift assignments for educational or hardship reasons will continue in effect under Alternative Work Schedules.

**SECTION 6.** *Break Practices.* - Existing break practices will continue. In the event the employer has legitimate reason to change the current practice negotiations will be conducted under the provisions of Article 10. Employees shall have access to adequate break areas.

**SECTION 7.** *Time for Cleanup and Change of Clothing.*

**a.** Employees shall normally report to work dressed suitably for the work to be performed. In cases where a work assignment required other attire, the employer agrees to allow reasonable time for the employee to change clothes and also agrees to provide adequate facilities for such activities.

**b.** The Employer and the Union agree that employees should clean-up the work area, store and protect Government property, equipment, and tools prior to the end of the work-shift.

**SECTION 8.** To provide stability and allow reasonable access of Union officials to bargaining unit employees, Union officers and stewards will not be arbitrarily moved from one shift to another or one work area to another.

## **ARTICLE 12**

### **LEAVE WITHOUT PAY (LWOP)**

**SECTION 1** Leave without pay (LWOP) may be granted to a member of the Union to serve with NFFE for up to one (1) year. Extensions will be granted by the Division Manager for subsequent

one (1) year periods upon request unless legitimate operating requirements dictate otherwise. The total duration may not exceed the terms of the appointed or elected position in NFFE of the affected employee.

## **ARTICLE 13**

### **EXCUSED ABSENCE FOR UNION SPONSORED TRAINING**

**SECTION 1.** The Parties agree that training in labor-management relations is beneficial both to the Union and the Employer. When such training in contract administration, grievance handling, Federal labor laws, Federal personnel laws, regulations and procedures and conditions of employment is received by Local Union officials, said training reduces the number of labor-management actions and complaints initiated due to ignorance or incorrect understanding of law, rule, and regulation and promotes the public interest.

**SECTION 2.** The Employer agrees to grant official time to Union officers and stewards if otherwise in a duty status to attend Union sponsored training determined to be of mutual benefit to the Parties. A block of time up to five hundred and sixty (560) hours may be granted annually for such training not to exceed ten (10) workdays per officer/steward during the calendar year. Determination whether an individual can be spared from duty shall be made by the Employer based on operational requirements.

**SECTION 3.** The Union shall submit requests for official time to the Manager, Flight Inspection Maintenance Division (AVN-300) at least fourteen (14) calendar days prior to proposed release for such training. The request will include the agenda and schedule of

the requested training and the names and duty locations of the employees whose attendance is desired.

## **ARTICLE 14**

### **ANNUAL LEAVE**

**SECTION 1.** The use of annual leave is the right of the employee subject to the approval of the supervisor. The supervisor's decision to approve or disapprove all annual leave will involve consideration of employee's expressed desires and personal convenience in regard to workload considerations. Annual leave schedules will be established no later than March 1 each year to ensure that all employees are given an opportunity to schedule and to use any leave available to them for the year.

**SECTION 2.** The Employer shall develop schedules of annual leave for vacation purposes each year. The period from June 1 to September 30 will be considered the prime vacation period. Request for annual leave for vacation purposes shall be submitted on appropriate forms to the supervisor before March 1 each year. Each employee will indicate a primary and secondary choice of time.

The Employer agrees that a sincere attempt shall be made to grant the employee's choice. In case of conflict in periods of leave desired by employees in the same work unit, the individuals desiring leave at overlapping times will be requested by the supervisor to attempt to resolve the conflict on a mutually agreeable basis. If the conflict is not resolved, the senior employee from the standpoint of service computation date will be entitled to the requested leave. Once selections have been finalized employees shall not be permitted to choose other times which disturb the choice of another employee. However, the supervisor

may approve a change in selection provided another employee's choice is not disturbed, or such change is mutually agreed upon by both the affected employees and their supervisor(s) or the supervisor determines the workload requirements would allow both employees to be on leave simultaneously.

**SECTION 3.** After vacation schedules are approved changes will not be made by the Employer for arbitrary reasons. If workload necessitates changes, the supervisor will notify the employee at such time as situations develop and will discuss the reason for the change and why this particular employee is affected instead of another of equal or lower grade or status. Consideration will be given to seniority, and requisite skills required when changing employees choices for scheduled leave. By April 1 each year the approved leave schedule shall be made available for inspection by the Union by the immediate supervisor in each separate work area. Upon request, a copy of the leave schedule will be furnished to the Union by the immediate supervisor.

**SECTION 4.** It is agreed that employees will not be required to schedule all of their use or lose annual leave. However, use or lose annual leave not scheduled before the start of the third biweekly pay period prior to the end of the leave year will not be considered for restoration unless operational requirements have necessitated denial of leave by supervision due to abnormally heavy workload or emergency situations.

Restored leave must be scheduled and used no later than:

- a.** The end of the leave year two (2) years after restoration, in the case of administrative error,
- b.** The end of the leave year two (2) years after the termination date of the exigency of the public business.

c. The end of the leave year two (2) years after the date an employee returns to duty when the forfeiture was because of sickness.

**SECTION 5.** When operational requirements permit and the employee has sufficient annual leave, requests for leave of thirty (30) consecutive days or more will be approved.

**SECTION 6.** Employees on extended sick leave pending retirement will upon request have their lose or use leave restored. The employee will be responsible for the timely application for such restoration. Management will process the request in a timely manner.

**SECTION 7.** An employee may request unscheduled leave in advance by submitting an SF-71 stating the dates and hours desired. If a request for unscheduled leave is denied, the supervisor will state the reasons for the denial on said form and return it to the employee within one (1) workday after receipt by the supervisor.

**SECTION 8.** Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within one (1) hour after the start of the shift to which assigned or by the beginning of core time if working under flexitime. Employees should request emergency annual leave by contacting their immediate supervisors, or other persons designated by management to receive such requests, as soon as possible after the start of their regular shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call. If telephone facilities are not available due to circumstances beyond the employee's control, the employee may use the mail channels at the earliest reasonable time.

**SECTION 9.** An employee will be granted annual leave or leave-without-pay (LWOP) in case of death in the immediate family or, in the case of a relative, annual leave or leave without pay will be seriously considered.

**SECTION 10.** The Employer will make a good faith attempt consistent with operating requirements to satisfy the desires of employees with respect to approval of annual leave for special vacations, birthdays, religious holidays, funerals, and other specific requests.

**SECTION 11.** If, for any reason, the Employer schedules or effects a temporary shutdown of activities and administrative leave is not contemplated by management, a reasonable effort will be made to provide work for employees not having annual leave to their credit.

If work cannot be provided for such employees, annual leave may be advanced to the extent determined by the Employer. Employees will not be placed on LWOP without their consent unless the employee is without leave and the maximum allowable advance leave has been granted or refused.

The Employer will however, seriously consider granting advance leave if warranted by the circumstances in each individual case.

**SECTION 12.** The Employer will make every reasonable effort to grant annual leave or LWOP to Union representatives to conduct activities related to the internal business of the Union.

## **ARTICLE 15**

### **SICK LEAVE**

**SECTION 1.** Sick leave shall be approved for an employee who is unable to perform his/her duties because of: sickness, injury, pregnancy, confinement, medical, dental or optical treatment or examination, or when a member of the employee's immediate family is afflicted with a contagious disease requiring isolation, quarantine, or restriction of movement.

**SECTION 2.** An employee should request sick leave by contacting his/her immediate supervisor or designee, by telephone as soon as possible after the start of his/her regular shift. The employee will also give the anticipated date of return to duty. If the supervisor and the designee are unavailable to accept the phone call, the employee shall leave a message with the person accepting the call. Under normal circumstances, this request will be made by telephone within one (1) hour after the shift begins or before the beginning of core time, if the employee regularly works under flexitime. Approval of sick leave for prearranged medical appointments will normally be secured from the Employer in advance of the absence.

**SECTION 3.** A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) days or less, unless the employee has been specifically informed in writing of the requirements in advance (about the use of sick leave). In such cases, the employer will investigate evidence of leave abuse and counsel the employee prior to placing any type of sick leave restriction upon the employee. Written notification of sick leave restriction will contain justification for the requirement and written documentation as evidence for the charge. The requirement, once imposed, will be reviewed at least every six (6)

months to determine if it should be continued. At the time of the review, the employee will be advised in writing if the requirement is to be continued or canceled.

**SECTION 4.** Bargaining unit employees will not be required to provide a doctor's certificate for sick leave solely on the basis of a mechanized or computerized leave usage report that indicates the employee's use of sick leave is abnormal. Leave restriction will also not be based on predetermined balances based on years of service or statistical formulas or leave trends which are circumstantial in nature.

**SECTION 5.** An employee placed on any type of sick leave restriction may grieve the restriction using the negotiated grievance procedure.

**SECTION 6.** An employee who is released from duty on advice of the Employee Health Activity shall not be required to furnish a medical certificate to substantiate sick leave for the day he/she was released from duty.

**SECTION 7.** The Employer may require a medical certificate for sick leave of more than three (3) consecutive work days. If a physician or practitioner was not consulted, a personal written statement from the employee describing the nature of the illness and that he/she was incapacitated for duty, will be accepted in lieu of a doctor's certificate or statement.

**SECTION 8.** Whenever an employee's request for sick leave is disapproved, the reason for disapproval will be given in writing.

**SECTION 9.** Advance sick leave up to thirty (30) days may be granted subject to the following conditions:



- a. No documented evidence of abuse.
- b. The employee can be reasonably expected to earn enough leave for repayment.
- c. The medical status of the employee has been certified by a physician. Certification must show the diagnosis, prognosis, and when the employee can be expected to return to duty.
- d. The advance is made with the understanding that it will be charged to sick leave subsequently earned.

**SECTION 10.** Records of employee sick leave balances will be restricted to those with a need to know. The employer shall not publicly post individual sick leave records.

**SECTION 11.** Sick leave balances will not be a factor for promotion, discipline, or other personnel action.

**SECTION 12.** Sick leave used to care for family members will be in accordance with those guidelines set forth in the Federal Employee Family Friendly Leave Act, effective December 2, 1994.

## **ARTICLE 16**

### **LEAVE FOR SPECIAL CIRCUMSTANCES**

**SECTION 1.** *Leave for Bone Marrow or Organ Donors.* Employees who wish to serve as a bone-marrow or organ donor are now entitled up to seven days paid leave each year. This leave is in addition to any other type of regular leave the employee may need to use (sick, annual, family-medical leave). The length of absence will depend upon the specific medical circumstances of each case.

**SECTION 2.** *Excused Absence for Blood Donations.*

**a.** Upon request, employees will be granted 4 hours of excused absence, without charge to annual or sick leave, in connection with each blood donation. Employees must request excused absence for this purpose and obtain approval from the appropriate management official with leave approving of such requests subject to the operational demands of the organization.

**b.** Excused absence for blood donations is for the sole purpose of traveling to and from the site where blood will be donated, clinical time for the extraction of the blood, and recuperation or recovery time required as a result of donating blood. Recuperation time shall be taken immediately following the blood donation.

**c.** Upon return to work, employees must furnish documentation, signed by an official of the institution receiving the donation, which reflects the date, time, and location of the donation. Excused absence for this purpose must be annotated on the Time and Attendance records with a code 08.

**d.** Excused absence for the purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence but must be charged annual leave or leave without pay.

**e.** Normally, employees who are unable to donate blood, will expeditiously return to their worksite or take appropriate leave. Prior approval for such leave is not required.

**SECTION 3.** *Family and Medical Leave.* The Parties agree that request for Family and Medical leave under the Family and Medical Leave Act of 1993 will be processed in accordance with the Act and governing rules and regulations.

## **ARTICLE 17**

### **PREMIUM PAY**

**SECTION 1.** The Parties agree that premium pay authorized by Federal Statute shall be administered according to law, rule, regulation, and this Article, and that bargaining unit employees shall receive just compensation for work which is entitled to premium pay.

**SECTION 2.** Overtime is premium pay and the opportunity to work overtime will be offered to employees with the requisite skills and abilities in a fair and equitable manner. The Employer agrees that, to the extent feasible, overtime work will be on a voluntary basis.

#### **SECTION 3. *Procedures.***

**a.** Management will prepare a rotational roster in descending service computation date (SCD) order of qualified employees with the requisite skills and abilities at the lowest foreman or supervisory level.

**b.** When overtime is necessary management will offer the opportunity to work on a rotational basis in descending SCD order to available employees with the requisite skills and abilities. Declination or non-availability will count as though the opportunity was accepted. Employees in training or on detail may be considered for overtime in their organizations.

**c.** The rotational roster will be maintained on a continuing basis and will indicate the date of the overtime and whether the employee's accepted or declined the opportunity or if available.

**d.** If not enough employees volunteer for an overtime opportunity, management may direct in ascending SCD order.

**e.** These rosters will be kept for at least one (1) year after use. Such records may be reviewed by an employee upon request. When requested, these records will be made available to the Union.

**f.** Overtime work shall not be assigned as a reward or penalty.

**g.** When the Employer determines that it is operational necessary to continue utilizing an employee to complete a work assignment, Section 3 shall be waived.

**SECTION 4.** Employees called back to work overtime, not continuous with their normal tour of duty, will be compensated for a minimum of two (2) hours of overtime.

**SECTION 5.** The Employer agrees that, when it is known sufficiently in advance by the supervisor or foreman, employees will be notified of regularly scheduled overtime one (1) week in advance of overtime scheduled outside the basic workweek, and two (2) weeks in advance of overtime scheduled on holidays. In the case of unscheduled or irregular overtime the notice, where practicable, will be at least four (4) hours in advance of overtime to be worked outside the basic workweek and at least twenty-four (24) hours in advance of overtime to be worked on a holiday.

**SECTION 6.** Employees will be authorized the use of Government telephones to notify a family member of overtime requirements when less than twenty-four (24) hours notice is given.

**SECTION 7.** Normally, supervisors will not perform bargaining unit work on overtime if qualified bargaining unit employees assigned to that organization are available.

**SECTION 8.** Employees participating in Alternate Work Schedules (AWS) will be compensated in accordance with those laws, rules, or regulations appropriate for their situations.

**SECTION 9.** *Hazardous Duty Pay.* - The Parties agree that employees covered by this Agreement will receive hazardous duty pay for all work defined as such by law, rule, or regulation.

## **ARTICLE 18**

### **POSITION DESCRIPTIONS**

**SECTION 1.** Each employee covered by this Agreement shall be provided a current position description which accurately reflects the major duties of his/her position. If an employee believes that his/her position description is not accurate, he/she may request a review by his/her immediate supervisor and be assisted by a Union representative. Duties assigned that are unrelated to the major duties of his/her position must be of an unforeseeable nature and must not be on a continuing and recurring basis. Any major change in duties reflected in the position description which is reflected in the employee's performance plan will be subject to the ninety (90) day minimum appraisal period.

## **ARTICLE 19**

### **REQUESTS FOR REASSIGNMENT**

**SECTION 1.** Employee requests for reassignment from one section to another in AVN-300 will be considered if the employee is qualified for the position requested and a vacant position which is at the same grade and pay level as the one presently held is available. Requests for reassignment from one section to another

may be submitted to the section manager or supervisor concerned for consideration.

**SECTION 2.** Below section level the Employer agrees to give appropriate consideration to a unit employee's written or verbal request for a change in work assignment. Written requests for reassignment will be retained by the supervisor or foreman to whom the request was addressed for a period of six (6) months unless withdrawn or renewed by the employee. When an internal reassignment or detail to a job in the unit is contemplated, the supervisor will consider these requests prior to reassigning or detailing another unit employee.

## **ARTICLE 20**

### **PROMOTIONS**

**SECTION 1.** Promotions shall be made in accordance with applicable laws, the Federal Personnel Manual, DOT/FAA Directives and this Article. Selections shall be made from the best qualified and properly ranked candidates using merit system principles and avoidance of prohibited personnel practices.

**SECTION 2.** *Explanation of the basic merit promotion procedures.* - When a position vacancy is announced, an employee may submit a bid package. This package is compared to the particular qualification standard for the position announced. If the person is found to be qualified their bid package is submitted to a Merit Promotion Ranking Panel for rating in accordance with the evaluation plan for the advertised position. The individuals with the highest rankings after this procedure are placed on a ranking list in order from highest to lowest. From this ranking list candidates are placed on the promotion list in alphabetical order.

The selecting official then may select from among those candidates on the promotion list.

**SECTION 3.** OPM'S prescribed qualification standards shall be used as minimum qualification standards. Changes in the basic qualification(s), special qualifications or requirements affecting bargaining unit positions will be documented in the Personnel Office. The Union President will be notified of the changes and they will be made available for his/her review. In the event a qualification standard must be changed after a promotion process has started because an incorrect standard was used or the OPM has issued a revised standard, the Union President will be notified and provided with the changes and the reason for the change.

**SECTION 4.** Before an employee goes on leave, detail, training, or other temporary absence, he/she is responsible for making arrangements to have an application submitted for a position for which they believe they are eligible and in which they are interested, which may be advertised during his/her absence. This may include providing his/her supervisor a completed SF-171, FAA Form 3330-42 or any other necessary information. The employee's supervisor will refer the application(s) to AMH-200 for specific vacancies as determined by the employee.

**SECTION 5.** All vacancies to be filled by competitive promotion procedures will be announced in the MMAC Position Vacancy Announcement and made available to all employees in AVN-300. AVN vacancies will be announced for a minimum of fourteen (14) calendar days prior to the closing date.

**SECTION 6.** Qualified unit employees in AVN-300 will be given appropriate consideration for jobs in AVN-300. Concurrent consideration of outside candidates may be provided to those who are eligible for transfer or reinstatement or those within reach on

OPM Registers. A person under concurrent consideration, except for those on OPM registers, may not be appointed by transfer or reinstatement to a higher graded position than his/her last position or to a position with known promotion potential unless he/she is evaluated under competitive procedures with agency employees and found to rank among the best qualified.

**SECTION 7.** The Employer shall be responsible for assuring current qualification standards for bargaining unit positions in AVN-300 are maintained and available to employees. Position descriptions and the essential knowledge, skills, abilities, and other characteristics (KSAO's) required to perform the major duties of the positions will be identified. Qualification standards shall be maintained in the Division Office (AVN-300) and available to employees upon request.

**SECTION 8.** The supervisor's evaluation required by FAA Form 3330-52 entitled Knowledge, Skills, Abilities, and Other Characteristics (KSAO's) Evaluation shall be evaluated in an objective and fair manner which precludes personal bias or favoritism.

**SECTION 9.** An employee's annual or sick leave balance will not be a factor when considering unit employees for promotion. Excessive absences, however, may create a perception of marginal dependability. If such an issue is raised in a selection for promotion, a unit employee will be given the opportunity to refute any perceived question of dependability which may negatively affect his/her promotability.

**SECTION 10.** Evaluation Plans or special requirements shall not be altered for the purpose of tailoring a position to meet the qualifications of a particular individual.



**SECTION 11. a.** The 10 best qualified will be referred for a single vacancy.

**b.** When ties in ratings occur, up to 15 names may be referred, with any subsequent tie in score broken by referring those with the oldest service computation date (SCD).

**c.** Two additional names, if available, may be certified for each additional vacancy without grouping or ranking.

**SECTION 12.** All candidates on a promotion list shall be given an equal opportunity to be interviewed unless the selecting official has sufficient personal knowledge of an applicant through recent work association or recent previous interview. If this condition is met the selecting official may then interview only the unknown or unfamiliar candidates. The selecting official will inform the candidates not interviewed the reason for excluding the interview. When a candidate declines an interview such declination shall be documented on the promotion list. Telephone interviews are permitted when distance or other factors, such as leave, preclude personal interviews.

**SECTION 13.** When a selection is made the selecting official will make the selection(s) within sixty (60) calendar days after receipt of the list of qualified candidates. If no selection is made from the list and the announcement is permitted to expire the selecting official will inform the referred candidates or the Union on request the reason for failure to select a candidate. Employees selected will normally be released not later than the beginning of the second full pay period after the losing organization is notified of the selection.

**SECTION 14.** Employees selected shall be notified in writing and selections shall be publicized in accordance with Order 3330.1B, Paragraph 29b. Names of internal reassignment candidates who

are selected in connection with a position vacancy announcement will be given to the Union on request.

**SECTION 15.** Employees will be notified of their eligibility, ineligibility, referral, or non-referral according to existing procedures using FAA Form 3330-42 or AC Form 3330-12.

**SECTION 16.** Upon request the Employer will provide the following information to an employee:

- a. Who was selected for promotion.
- b. Whether the employee was considered for promotion and if so, whether he/she was found qualified on the basis of the minimum qualification requirements for the position.
- c. Whether the employee was one of those in the group for which selection was made.
- d. In accordance with Privacy Act requirements the records used in considering that individual for promotion.
- e. In what areas, if any, the employee should improve to increase his/her chances for future promotion to positions requiring the same KSAO'S.
- f. The reason for selection of the person selected.

**SECTION 17.** Upon request the Union President or a designee will, consistent with provisions of law, rule, or regulation, be permitted to examine all records used as a basis for ranking bargaining unit employees for promotions. Such information will include but is not limited to:

- a. Who was selected for promotion or filled the position.
- b. The names of the candidates on the selection list.
- c. The selecting official's reason for non-selection of those not selected.
- d. The rating scores of each candidate.
- e. Any records used in addition to the required SF-171 and KSAO's required by the Merit Promotion Plan.
- f. Unless validly determined to be a supervisor's personal notes, a copy of the spread sheet used to evaluate candidates and the record of the interviews held.

The Union President or a designee may review unsanitized documents of the above and upon request receive sanitized documents.

**SECTION 18.** When an employee is notified to report for a job interview he/she will be given reasonable duty time up to two (2) hours, if the employee desires to clean-up, change clothes, and make himself/herself presentable as possible. This will be necessary unless the employee is notified twenty-four (24) hours in advance of the interview time and date and can obtain permission in the case of uniformed employees to wear clothing suitable for the job interview.

**SECTION 19.** Grievances concerning the operation of the Merit Promotion Program may be filed at Step 3 of the negotiated grievance procedure.

**SECTION 20.** The use of official time will not be a factor in consideration for promotion.

**SECTION 21.** Employees selected for developmental positions shall be promoted at the completion of 52 weeks in the developmental positions, unless Management advises them by the 50th week of the intent to delay the promotion and the reason(s). Promotion at an earlier date shall be dependent on the employee meeting qualifications and other OPM requirements and demonstration of performance at the higher grade level.

## **ARTICLE 21**

### **TEMPORARY PROMOTIONS, DETAILS, LOANS, AND REASSIGNMENTS**

**SECTION 1.** The Parties agree that the Employer retains the right to decide which positions, if any, will be filled by temporary promotion, detail, or reassignment pursuant to the following procedures.

**SECTION 2.** *Definitions for the purpose of this contract.*

**a. Noncompetitive Temporary Promotions.** A personnel action which may be initiated when an employee is assigned to a higher graded position on a temporary basis. The employee must meet OPM regulatory qualifications to fill the position on a permanent basis. This action cannot exceed one hundred and twenty (120) days and is documented by a Standard Form-50 (SF-50).

**b. Detail.** When an employee is temporarily assigned duties that are a change to either title, series, grade, or basic duties of the regularly assigned position. All details in excess of thirty (30) days are documented by an SF-50.

**c. *Loan.*** A detail, not documented by an SF-50, which exists when an employee is temporarily assigned to another supervisor or organization where the affected employee retains the same title, series, grade, and performs the same basic duties as the regularly assigned position.

**d. *Reassignment.*** A permanent change in position at the same grade as the position currently held. This action is documented by an SF-50.

### **SECTION 3. *In Regard to Temporary Promotions.***

**a.** When there is prior knowledge that an employee who meets all the legal and regulatory requirements is to be assigned to the duties of a higher grade position for more than thirty (30) days the Employer agrees to make the assignment by temporary promotion.

**b.** It is agreed and understood that noncompetitive temporary promotions will not exceed one hundred and twenty (120) days, including prior service under details in higher grade positions and/or previous temporary promotions during the preceding year, without use of competitive promotion procedures.

**c.** It is agreed that pay for temporary promotions will begin effective on the date of assignment in accordance with Section 3(a).

**d.** When a decision is made to effect a temporary promotion, bargaining unit employees with requisite skills and abilities in the lowest organizational level in which a vacancy exists who are otherwise qualified shall be considered first for a temporary promotion. Upon request the selecting official will give a written explanation for the rationale used to determine requisite skills and

abilities to an employee who grieves non-selection and to the employee's representative if representation is requested.

**e.** When there is more than one qualified candidate with requisite skills and abilities for a temporary promotion the candidates will be considered in seniority order. Seniority will be determined by service computation date (SCD).

**f.** The Employer agrees that temporary promotions will be documented in the employee's official personnel folder.

#### **SECTION 4.** *In Regard to Details.*

**a.** The Parties agree that details shall be used only for the purpose of temporarily meeting situations resulting from abnormal workload, organizational changes, or limited and unpredictable absences.

**b.** Informal competitive procedures may be used or volunteers ranked on the basis of seniority may be used to select bargaining unit employees for details to higher graded positions. Employees will be given equal opportunity to participate when there is more than one qualified employee.

**c.** The Employer will make reasonable effort to avoid detailing employees to lower graded duties. In the event higher graded employees must be selected to fill lower graded positions, such selections will be made from volunteers. If a sufficient number of volunteers are not available then inverse seniority may be used as a factor in making selections.

**d.** Under no circumstances will details be used for the purpose of reprisal.

e. Details to positions within the unit at higher grades not requiring competitive procedures will be limited to one hundred and twenty (120) days.

f. The Employer will provide a method for recording details of thirty (30) consecutive calendar days or more to ensure that the employee receives credit for experience gained in the position. If an employee is intermittently detailed or performing the majority of duties of another job for a period of less than thirty (30) consecutive calendar days, the employee may complete and submit an SF-172 to the Employment Division (AMH-200) when the accumulated period of the detail totals at least thirty (30) days.

g. Details shall not be used inappropriately to avoid or substitute for other personnel or position actions; i.e., position classification, reassignment, change to lower grade, or promotion.

## **SECTION 5. *Loans.***

a. Loans shall be limited to one hundred and twenty (120) days per assignment.

b. Loans shall be made in accordance with the procedures established in Section 4 a, d, and g, of this Article.

## **SECTION 6. *In Regard to Reassignments.***

a. Reassignments with promotion potential, i.e., career ladder, will be made in accordance with merit promotion regulations. Preferential treatment based on personal relationship shall not be a factor in selecting employees for reassignments.

b. A selecting official will not solicit reassignment candidates in order to discriminate in regard to race, color, religion, national

origin, sex, age, physical handicap, marital status, parental status, political, or Labor Union affiliation.

c. Reassignments shall not be used to punish an employee or as a reprisal. Such directed reassignments of an involuntary nature shall not be made for arbitrary or capricious reasons. Upon request of the employee concerned or when the employee requests Union representation, the Union may request from the management official initiating the reassignment the specific reasons for the action.

## **ARTICLE 22**

### **PERFORMANCE APPRAISALS**

#### **SECTION 1.** *The Employer agrees to ensure:*

a. Expectations are established which will permit accurate evaluation on the basis of objective, observable, and measurable criteria in relationship to the specific outcome and the position.

b. That supervisors inform and explain to employees the content and specific meaning of the expectations established for their positions.

c. That employees are allowed and encouraged to participate in the development of expectations.

d. That the employees position descriptions are kept current and accurate.

e. That outcomes and expectations are consistent with and directly related to the duties and responsibilities described in each employee's official position description.



**f.** The performance evaluations shall be conducted in a fair and equitable manner.

**SECTION 2.** The Employer agrees to ensure that first and second level supervisors adhere to these requirements in regard to performance appraisals.

**a.** Outcomes and expectations shall be stated in writing with a copy provided to the employee prior to the employee being appraised on these outcomes and expectations.

**b.** Prior to the beginning of the appraisal period the supervisor shall discuss with each employee the job outcomes and expectations he/she must successfully accomplish and describe what is required for a meets expectations rating.

**c.** Performance plans shall be developed with employee/team input.

**d.** Expectations shall be specific, objective, and clearly state factors such as quality, quantity, timeliness, and manner of performance.

**e.** Supervisors shall conduct at least three (3) performance appraisal interviews during the appraisal period face-to-face or by telephone or writing due to geographic distance.

**f.** The end of appraisal interview and beginning for next appraisal period shall consist of two distinct discussion periods.

**(1)** The beginning appraisal period interview shall be documented and a copy presented to the employee.

**(2)** The mid-period progress reviews shall be made by the supervisor whom the employee has been under for ninety (90) days, shall be documented, and a copy presented to the employee.

**(3)** The end of appraisal period interview shall occur as soon as possible after September 30th, or the end of the rating cycle but not later than January 14th. Performance accomplishments and/or deficiencies shall be discussed and documented and a copy presented to the employee.

**g.** All performance appraisal interviews mentioned in Section 2(f) shall be scheduled and the employee informed of the purpose of the interview; however, said procedure does not prevent a supervisor from conducting informal performance counseling sessions with an employee at anytime during the appraisal period.

**h.** The employee shall be informed of his/her right to agree or disagree with any part of the appraisal including the rating for each outcome and/or the overall rating of the appraisal; and his/her right to grieve the appraisal under the negotiated grievance procedure, to file a discrimination complaint with the EEOC. The employee may use either the negotiated grievance procedure or the EEOC appeals procedure but not both.

**i.** Employees for whom performance appraisals are required shall receive a performance appraisal from an individual who has supervised them for at least ninety (90) days.

**j.** If the supervisor has erred by untimely completion of the performance appraisal, the within-grade increase shall be made retroactive to the date it was originally due.

**k.** When not in conflict with this agreement agency regulations should be followed to ascertain meets expectations performance

ratings for within-grade pay increases. In cases of negative determination the employee and the employee's representative, if representation is requested, shall be allowed to prepare and/or examine on official time the Request for Reconsideration before submission.

**l. *Performance that Does Not Meet Expectations.*** Both the first and second level supervisors must approve or disapprove all final ratings of Does Not Meet Expectations, including those recommended by teams. Supervisors will not assign this rating without first (a) contacting their servicing HRMD; (b) notifying their managers of the proposed decisions, and (c) coordinating this action with the organization's administrative staff.

**m.** The original or a copy of the performance appraisal, will be maintained in the employee performance folder. The employee shall be allowed to view the performance appraisal and his/her official personnel folder and the employee performance folder upon request. Procedures for access to these folders will be in accordance with current rules and regulations.

**n.** The employee shall be allowed the opportunity to respond orally or in writing or both to the first and second level supervisor's written comments. In the space for comments on the appraisal documents, the employee shall be allowed to enter or affix any written comments he/she wishes to make concerning the evaluation and will be given reasonable and adequate official time to do so. If the employee requests the services of the Union in the preparation of these comments, the Union representative shall be allowed reasonable and adequate official time to assist the employee. If the employee permits, the Union Representative may enter pertinent comments or observations to the document.

**SECTION 3. *Unacceptable Performance.*** The Employer will at the earliest time notify an employee when his/her work performance becomes unacceptable and does not meet expectations. Prior to initiating an action to remove or downgrade an employee, the employee must be given in writing:

**a.** Notice of unacceptable performance in one or more critical outcomes of the employee's performance expectations and at least thirty (30) days to bring performance to an acceptable level. The supervisor will specifically identify the performance problem(s) area. During the thirty (30) day improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate work-time in order to improve the area that has been declared unacceptable.

**b.** Information as to how the supervisor will assist the employee in that effort.

**c.** Information as to what the employee must do to bring performance to **an** acceptable level in that period.

**d.** A reevaluation of the employee's performance biweekly for the period.

**e. *Notice of Proposed Action.*** An employee whose reduction in grade or removal is proposed is entitled to at least thirty (30) days advanced written notice which informs the employee:

**(1)** Of the nature of the proposed action.

(2) Of the specific instances of unacceptable performance by the employee on which the proposed action is based.

(3) Of the critical outcomes of the employee's position involved in each instance of unacceptable performance.

(4) The time to reply.

(5) The right to be represented by the Union or other representative.

(6) The right to make an oral and/or written reply and to receive a written decision with appeal rights.

**f. *Decision.*** After full consideration of the case, where warranted, management will remove/demote or reassign the employee. The decision will be concurred in by an official who is in a higher position than the official who proposed the action.

The decision letter to an employee stating that removal or demotion action under this Article will be taken, will inform the employee that may grieve the action through the negotiated grievance procedure.

**SECTION 4.** It is understood and agreed that employees who are engaged in official activities as Union Representatives pursuant to this Agreement and Chapter 71, of Title 5 of the U.S.Code will not be penalized because of the time expended in such activities when evaluation of said employee's level of performance is determined by the employee's supervisor in the performance appraisal. (Title 5 USC 7102; 7131)

## **ARTICLE 23**

### **TRAINING AND DEVELOPMENT**

**SECTION 1.** The Employer and the Union agree that training and development of all employees within the bargaining unit will improve the effectiveness of AVN-300. To effectuate and further this policy, management will continue to provide training programs to further develop the skills of employees to keep abreast of workload changes.

**SECTION 2.** The Employer will advise eligible employees of all applicable training opportunities in those critical areas within AVN-300.

**SECTION 3.** The Employer, in accordance with the intent of PL 95-454 which indicates it is the policy of the Government to retrain employees to avoid separation during reductions in force to prevent loss of knowledge and experience agrees to make a sincere and reasonable effort to retrain a bargaining unit employee (who may possibly be removed due to reorganization, contracting out, or reduction-in-force) to qualify for a position which may be equal in pay to the position to be eliminated.

**SECTION 4.** When the Employer utilizes cross-training in order to achieve adequately trained employees, the manager's/supervisor's decision to select an employee for cross-training will not be based upon personal favoritism. Management will make every reasonable effort to comply with cross-training requests and assist employees in partaking in training necessary to improve individual performance and efficiency.

**SECTION 5.** The Employer will make reasonable efforts to avoid requiring lower graded employees to train higher graded employees unless circumstances warrant.

**SECTION 6.** When scheduling employees for training, the Employer will seriously consider the employee's personal reasons for not desiring training at that time and will give as much advance notice as practicable to employees who are being assigned to training courses.

**SECTION 7.** The time spent in training will be charged to the correct accounting code. Upon request all such documentation will be made available to the employee or the Union in written form.

**SECTION 8.** The Employer agrees that, when a Unit employee is issued a travel order to attend the FAA Academy for a period of fifteen (15) calendar days or more, the Employee shall be authorized to travel by privately owned vehicle (POV). Such travel shall be deemed to be advantageous to the Government. Privately owned vehicle travel expenses to and from the FAA Academy shall be paid at the rate applicable to such travel as prescribed by agency-wide directives. Payment for local mileage is not authorized.

**SECTION 9.** A Unit Employee, otherwise entitled to POV under Section 8 of this Article may elect to use common air carrier for travel to and from the FAA Academy and the use of a rental vehicle on a flat rate-rate basis while at the FAA Academy. No extra charge for miles driven will be paid. Reimbursement for common air carrier and rental vehicle shall not exceed the constructive cost of POV advantageous. Where practical rental vehicles will be obtained from the GSA supply contract.

**SECTION 10.** The Veterans Readjustment Appointment Program will be administered in accordance with applicable laws and regulations.

**SECTION 11.** Upon request the Union shall be provided with lists of selectees in the bargaining unit for training and scheduled courses attended for the previous fiscal year and projections for the present fiscal year.

**SECTION 12.** The Employer will at all times be equitable and fair in determining candidates for non-job related training and will seriously consider employee's requests for such training and avoid favoritism in granting or refusing employee requests.

**SECTION 13.** The Employer will make reasonable effort to arrange an employee's hours of work to accommodate employees pursuing education and training which is of mutual benefit to the Employer and employees.

**SECTION 14.** In accordance with budget limitations and mission requirements, job-related educational courses at local colleges and universities may be made available to employees at Government expense. Application and acceptance by the university will be the employees responsibility. Although training or education will not be provided solely for the purpose of obtaining an academic degree, this prohibition does not limit authority to assign employees to training to develop skills, abilities, and knowledge for the performance of official duties.

**SECTION 15.** The Employer will provide training opportunities to employees of the bargaining unit without regard to race, color, age, religion, sex, national origin, physical handicap, marital status, parental status, political, or Union affiliation. Employees may apply for training for which they qualify and are free to discuss



training needs with their supervisors and with employee development specialists or staffing specialist servicing their organizations.

**SECTION 16.** The Employer agrees to continue the policy of providing on-the-job training for employees. Training will be recorded on the supervisor's record of the employee and filed in his/her official personnel folder in accordance with applicable regulations.

**SECTION 17.** The Employer recognizes its continuing responsibility to have a well-trained work-force. Management will identify training needs of employees and upon request will discuss expected needs of the organization with the Union.

**SECTION 18.** When there is an internal section requirement for certain mandatory training courses provided by the Employer to be completed as a requirement for promotion to a higher grade in the same job series and function, such a requirement will be confirmed in written form and applied equally to all employees in that job series. Such requirements will be presented to the employees concerned indicating the specific training courses the employee must complete. Such written requirements will be given to the Union upon request. If the requirements are changed, the Union will be notified, presented with the change and permitted to negotiate on the impact and implementation of that change. A supervisor will not withhold training from an employee with the intent of preventing that employee from being promoted. When a new employee is officially assigned to a position with such requirements, training will begin as soon as possible unless there are valid reasons why training is delayed. When there is an anticipated delay the employee will be notified of the date training will begin and given as much advance notice as practicable in

order to be available for such training when the training is available.

**SECTION 19. a.** If the Employer decides to authorize an employee(s) to attend Aviation Safety Inspector (ASI) Indoctrination training volunteers will be solicited from qualified bargaining unit employees who have not previously attended the training. Selection will be made by service computation date (SCD).

**b.** The names on the list shall reflect seniority and follow in descending order from highest seniority to the lowest.

**c.** If the employee who is next to be selected is ill, on TDY, in other schooling, or otherwise unable to attend for valid reasons not controllable by the employee, the employee will be offered the next opportunity to attend.

## **ARTICLE 24**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**SECTION 1.** The Parties agree to work cooperatively to ensure that all employees have equal employment opportunity and that no one is discriminated against because of race, color, national origin, sex, religion, age, or handicapping condition. Equal Employment Opportunity (EEO) shall be promoted through a positive continuing program pursuant to directives of the EEOC, Federal Law, and FAA Regulations and Policy.

**SECTION 2.** The Employer agrees to ensure that complaints of discrimination are promptly and fairly considered and that every effort will be made to provide for just and expeditious resolution of each complaint; and that persons who allege discrimination or who

participate in the presentation of such complaints are free from restraint, interference, coercion, discrimination, or reprisal.

**SECTION 3.** The Parties mutually agree that the Union may nominate individuals to serve as Equal Opportunity Counselors. No employee, may serve as both an EEO Counselor and as a Union Official.

**SECTION 4.** Employees may be represented by the Union at any stage of the processing of an EEO complaint if the complainant requests Union involvement and the Union agrees to provide a representative.

**SECTION 5.** The Employer is responsible for managing all human resources effectively in carrying out the mission of the FAA and achieving program objectives. This responsibility requires that all supervisors must:

**a.** Treat all employees fairly in all matters affecting or related to employment.

**b.** Implement, by action and deeds, the agency's commitment to and support of the EEO Program.

**SECTION 6.** When any changes to FAA Affirmative Employment policy are made which affect working conditions the Union will be provided notice and an opportunity to bargain pursuant to law and regulation.

**SECTION 7.** A handicapped or a temporarily or permanently disabled employee may request the Employer to take actions to reasonably accommodate the employee's condition. Such request must be in writing and state the claimed handicap or disability, as well as, the specific action requested of the Employer. The request

will be submitted to the Branch Manager through the immediate supervisor. A response to a request for reasonable accommodations to a handicap will be provided within twenty (20) calendar days. The request must be accompanied by a duly licensed physician's statement which must contain at least a diagnosis, prognosis, and duration of disability. The response may suggest alternative methods to reasonably accommodate the handicap. If a response cannot be provided within twenty (20) days the employee will be informed of the reason for the delay and the date when an answer can be expected. A decision to deny a request will be presented in writing and may be grieved at Step 2 of the negotiated grievance procedure.

## **ARTICLE 25**

### **TRAVEL - TDY**

**SECTION 1. a.** To the maximum extent practical, the Employer shall schedule the time to be spent by a Unit Employee in a travel status away from his/her official duty station within the regularly scheduled workweek of the Unit Employee. When travel must be accomplished outside the Unit Employee's regularly scheduled tour of duty, and the Unit Employee cannot be compensated, the Employer shall record the reasons for scheduling the travel during nonduty hours and shall furnish a copy to the Unit Employee upon request.

**b.** When TDY is available, Unit employees with requisite skills and abilities will be contacted and given equal opportunity for TDY. Employees will be contacted by seniority using descending SCD.

**SECTION 2.** In accordance with the requirements of the Federal Personnel Manual, employees shall be paid for time in a travel

status outside of their work schedule and away from their official duty station when:

- a. The travel involves actual work while traveling,
- b. The travel is incidental to travel that involves the performance of work while traveling,
- c. The travel is carried out under such arduous and unusual conditions that the travel is inseparable from work,
- d. The travel results from an event which could not be scheduled or controlled administratively.

**SECTION 3.** The Employer agrees to issue travel orders when travel requires an overnight stay away from the employee's permanent duty station. Issuance of travel orders will be determined by the ability to arrive at the destination and return within a normal eight (8) hour workday.

**SECTION 4.** *The travel order will contain the following:*

- a. Purpose of travel assignment.
- b. Days on which travel is scheduled.
- c. Anticipated duration of assignment.
- d. Mode of transportation to the destination.

**SECTION 5.** Upon request the Employer agrees to make necessary arrangements for travel, quarters, and authorize a rental car in advance. Employees shall not be required to utilize military quarters when adequate private accommodations are available.

## **SECTION 6. *Advance Travel Funds.***

**a.** The Employer agrees to the use of advance travel funds for travel when authorized for Unit employees.

**b.** Monetary advances for employees not authorized charge cards under the alternative travel payment system shall normally be no less than 80 percent of the anticipated travel expense. The authorization of monetary advances will be documented on the SF-1038 by the employee's supervisor.

**c.** It is agreed unit employees who are authorized charge cards may choose to obtain or not obtain such cards. The Employer agrees to explain the advantages and disadvantages incurred with possession of the credit card.

**d.** Any dispute over billings will be between the employee and the company issuing the credit card.

**e.** Disciplinary action against a unit employee which is contemplated or effected by the Employer for alleged failure to pay billed charges made in connection with the travel charge card will be covered by disciplinary procedures negotiated in this Agreement.

**f.** In the event of lost or stolen credit cards and/or disputed charges, unit employees will be allowed use of Government facilities, services, and official duty time for the necessary actions required to resolve the problem.

**g.** Official duty time shall be granted for completing travel vouchers. The Employer agrees to assist employees, when requested, in preparation and mailing in order to meet the time requirements for submission of the travel claim.

**h.** The Employer agrees to make every effort practicable to preclude an employee's use of personal funds for payment by facilitating and processing the employee's claim within the time limits required.

**i.** Employees separating from the activity, if required to return charge cards, will receive a written and signed receipt from the agent of the Employer designated to receive the card.

**j.** In the event a unit employee finds himself/herself stranded on officially authorized travel to or from or at the destination point without sufficient advance funds due to loss of the credit card, the employee may contact the management official who authorized the travel by collect telephone call with a request for assistance. The Employer will endeavor to promptly assist the employee to the maximum extent practicable.

**SECTION 7.** When operational requirements permit a choice of mode of travel, i.e., Government owned aircraft, automobile, commercial aircraft or personally owned vehicle, employees may exercise this choice. The employee will be reimbursed on a cost comparison basis to be paid the lesser of the two amounts.

**SECTION 8.** If a temporary duty assignment requires a unit employee to be away from his/her official duty station for more than thirty (30) calendar days, the Employer will allow the employee to voluntarily return home during nonworkdays. In accordance with applicable laws and regulations, the Employer will pay travel expenses not to exceed the amount of per diem an employee would have received while on TDY.

**SECTION 9.** The Parties agree to the provisions of DOT Order 1500.11 and AC Order 1770.5H relative to telephone calls while in TDY status.

**a.** Employees with a Government AT&T calling card are allowed one call per day to their residence, not to exceed five minutes per call. These employees will not be reimbursed on their voucher for authorized calls to their residence or family.

**b.** Employees who do not have a Government AT&T calling card are also limited to one five-minute call per day and may claim no more than \$5 for each day in a travel status for which a call is placed. Receipts are not required.

**c.** In those instances where calls are made from outside the continental United States, a claim of no more than five documented minutes may be made for each day in a travel status. If a receipt is not available, \$10 is the maximum reimbursement allowed for calls from outside the continental United States.

## **ARTICLE 26**

### **AIRCRAFT SUPPORT TRIPS**

**SECTION 1.** The Employer agrees to offer aircraft support trips in an equitable and fair manner among qualified employees. When the trip may require an overnight stay, personnel will be provided time to go home and prepare for the trip. If the requirement for assistance is determined within a three (3) hour period of a shift change, qualified personnel from the oncoming shift will be called to come in as soon as possible prepared to make the trip. The Employer will arrange for travel orders and advance of funds as required according to applicable regulations.



## **ARTICLE 27**

### **COMMERCIAL ACTIVITY**

**SECTION 1.** The Parties recognize the Employer's right to make determinations with respect to contracting out and the Union's right to negotiate pursuant to Article 3 and Article 10 of this Agreement and 5 USC 7106 and 5 USC 7114.

**SECTION 2.** The Employer agrees to comply with all appropriate provisions of the Federal Acquisition Regulation 48 CFR Section 7.3 et seq., OMB Circular A-76, as revised, OMB Circular A-126, as revised, this Agreement, and other applicable laws, rules, and regulations concerning the acquisition of commercial products and services.

**SECTION 3.** The Employer agrees to, as early as practical, inform the Union in writing regarding any impending commercial activity review of a function within the bargaining unit. The Employer agrees to periodically discuss these reviews with the Union, to seek the Union's input, and to give such input serious consideration.

**SECTION 4.** The Union will be notified within five (5) workdays in writing when a cost study, which may adversely affect bargaining unit employees, is to be conducted. The adverse impact on bargaining Unit employees will be minimized to the maximum extent practical.

**SECTION 5.** The Employer agrees to meet with the Union on a regular basis, no less than bi-monthly, during the development and preparation of the Performance Work Statement (PWS) and to consider the views of the Unit employees performing the task subject to the commercial activity review. The purpose of these

meetings are to insure that management has complete and accurate information for the PWS.

**SECTION 6.** The Employer agrees to meet with the Union on a regular basis, not less than bi-monthly, during the development and preparation of the Most Efficient Organization (MEO) and to consider the views of the bargaining unit employees performing the task subject to the commercial activity review. The purpose of these meetings is to insure that management has complete and accurate information for the MEO.

**SECTION 7.** The Employer agrees to timely provide to the Union such data and documentation that would be available to bidders, offerers, or the general public, and as provided by the Federal Labor-Management Relations Statute, during the course of the commercial activity review. When the initial decision to award or cancel the contract is announced, all documentation supporting the decision to contract-out or to perform in-house that is releasable under appropriate laws, rules, or regulations will be provided upon request of the Union. The Employer agrees to timely and directly notify the Union of any such decision(s).

**SECTION 8.** The Union will be informed by the Employer of pre-bid and bid opening conferences that are open to the general public, bidders, or offerers, and offered the opportunity to attend.

**SECTION 9.** The Employer will inform the Union of scheduled "walk through" by bidders or offerers of the function undergoing consideration of conversion to contract and offer the Union the opportunity to have a representative present.

**SECTION 10.** The Employer will permit only those offers recognized under the appropriate law, rule, or regulation to be

submitted by contractors for use in the cost comparison with in-house costs.

**SECTION 11.** The Employer recognizes the “right of first refusal” contained in OMB Circular A-76, Part 1, Chapter 3 (c) at I-18 (1983 ed.) and will inform bargaining Unit employees of this right. The refusal of an offer made by a successful bidder will in no way affect any rights a bargaining Unit employee has under applicable RIF procedures.

**SECTION 12.** The Employer agrees that, in the interest of minimizing the adverse impact of a contracting out action on bargaining Unit employees, when such an impact is anticipated, the Employer will give serious consideration to restricting new hires and to giving employees who would otherwise be demoted or terminated first consideration for vacant positions for which qualified at the same or lower grade. The Employer will give consideration to waiving qualifications in accordance with Article 33 of this Agreement. The Employer will adhere to the appropriate grade and pay retention regulations.

**SECTION 13.** The Employer agrees to brief all affected bargaining Unit employees regarding their statutory rights, including information on job offers, severance pay retirement, and the "right of first refusal" with the successful bidder or offerer. The Union will be informed of these briefings and allowed to participate.

**SECTION 14.** A Union representative will be authorized to receive such training that is given to the officials of AVN-300 involved in the preparation of a commercial activity review. If available, the Union will be given a copy of any training material used to train officials of AVN-300 in any phase of the commercial activity review.

**SECTION 15.** When the Employer establishes teams for the purpose of the development of a PWS or MEO, the Union may be a member of such team(s). The Union President or designee shall serve as the Union's representative.

## **ARTICLE 28**

### **OCCUPATIONAL SAFETY AND HEALTH**

**SECTION 1.** The Parties agree that Occupational Safety and Health Programs will be administered in accordance with applicable law, rule, and regulation.

**a.** The Employer will provide a safe and healthful work environment and working conditions in compliance with rules and regulations of the Occupational Safety and Health Act (OSHA).

**b.** The Union shall cooperate with the Employer and encourage employees to work in a manner which promotes safety in the work place.

**c.** It is recognized that each employee is responsible for personal safety and utilization of safety equipment furnished by the Employer and shall promptly apprise the immediate supervisor of any unsafe working conditions observed in the work area. In the event the employee believes corrective action has not been taken he/she may refer the issue to the Union representative who in turn will present the matter to the Employer.

**SECTION 2.** Protective clothing and equipment required by applicable law and agency regulation shall be furnished by the Employer to those employees who have need to be in a potentially dangerous area in performance of assigned duties.

**SECTION 3.** The Employer shall continue to offer first aid/CPR training for all unit employees and provide for prompt emergency transportation and treatment in the event of an on-duty injury or illness.

**SECTION 4.** The Employer shall not assign an employee to work alone in a known potentially dangerous operational area unless provisions have been made for prompt assistance to the employee in the event of an accident.

**SECTION 5.** The Employer agrees to continue safety training for employees, recognizing that new and inexperienced employees are the most likely to be involved in an industrial accident and further agrees that providing instruction to employees required to perform duties which involve real or potential dangers, benefits everyone. The use of an unfamiliar machine or tool without knowledge of the procedures to safely perform the work utilizing proper work methods and protective equipment can be disabling to the worker and costly to the Employer. Therefore, all persons in AVN-300 must recognize that safety in the work-place is a daily responsibility and give requisite consideration to the dangers involved when unsafe practices are used.

**SECTION 6.** Where work is to be performed in enclosed areas where flammable or toxic vapors may exist, the Employer agrees to maintain such areas within acceptable safety parameters as established by the manufacturer's material data sheets when feasible, otherwise, the Employer will provide appropriate safety equipment. The Employer will provide suitable methods and devices for disposal of chemicals, solvents, and other substances in accordance with applicable State and Federal Law. If an area is unsafe, appropriate safety equipment must be utilized by the employee.

**SECTION 7.** Where employees may be exposed to radioactive materials, X-ray, and other dangerous electronic emissions, the Employer shall assure that employees are apprised of the danger involved and cautioned to use appropriate shielding, loading devices, and protective procedures to prevent injury to the employees operating such equipment or other employees who may accidentally be exposed to such types of radio-frequency and radar-transmissions. When there is sufficient data to indicate possible hazards, electronic equipment shall be periodically tested for radioactive emissions to ascertain safe levels for technicians operating, testing, or repairing such equipment.

**SECTION 8.** The Employer shall periodically test all unit employees for hearing damage due to exposure to excessive noise levels.

**SECTION 9.** The Employer will make every reasonable effort to accommodate unit employees who are subject to extreme combinations of heat, humidity, or extreme cold, in the performance of their duties. Such accommodation will normally include provision of extra protective clothing during extreme cold temperatures and portable cooling devices during extreme heat. Such accommodation may be given by allowing longer breaks away from the extreme conditions and/or moving aircraft from the flight line to the maintenance hangars when feasible. The Employer will make every reasonable effort to maintain indoor building temperatures within parameters established by law, rule, or regulation.

**SECTION 10.** When an employee, during the performance of their official duties believes he or she is exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness/loss of a facility, or major

property damage, the employee shall cease the activity in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation and after discussion with the Safety Office and the Union Representative, if available, will make a decision whether work may proceed.

**SECTION 11.** The Employer agrees to post notice of hazardous conditions discovered in a work-place. The notice shall be posted at or near the location of the hazard and shall remain posted at least three (3) days or until the condition has been corrected, whichever is greater.

**SECTION 12.** The Employer agrees to continue to provide physical examinations for those employees who have been exposed to occupational health hazards.

**SECTION 13.** The Employer will assist employees who are injured on the job in completing proper injury compensation forms in a timely manner and informing employees of proper medical information needed.

**SECTION 14.** Accident records will be maintained by the Employer as required by applicable law and agency regulations, and where permitted by regulation or directive, will be made available for review by the Union upon request.

**SECTION 15.** The Employer will promptly notify the Union in the event of a serious on-the-job injury or death with the name of the employee(s) involved after contact has been made with the employee's emergency addressee.

**SECTION 16.** The Safety Committee for the Flight Inspection Maintenance Division (AVN-300) and the MMAC Safety Committee shall have the opportunity to have appropriate Union

Representation on these committees. When a survey or study by the committee(s) is conducted, the Union Representative who has been designated by the President of Local 2097 to be a member of the committee(s) will participate fully in such survey(s) or study.

**SECTION 17.** The Union shall be notified when a formal work-site inspection is conducted by the Employer's safety personnel or OSHA inspector(s). The Union will be given the opportunity to provide a representative(s) to accompany the Employer's inspectors or OSHA inspector(s) on all such safety and health inspections. When an unsafe or unhealthful condition is identified, the Manager of AVN-300 or his/her designee will inform the Union President or his/her designee.

**SECTION 18.** The Employer agrees to provide, to the extent required by the applicable law, rule, or directive, instructional guidance to Union representatives in the area of occupational health and safety as operational requirements permit. The Employer agrees to consult with the Union in determining the introductory or specialized courses needed and the scheduling of such courses which would enable the Union to effectively assist in conducting work place safety and health inspections.

**SECTION 19.** The Employer agrees to supply and maintain on a regular basis an adequate number of operable fire extinguisher and advise employees of their proper use.

**SECTION 20.** The participation of Union representative(s) under this Article shall be on official time if representative(s) are otherwise in an official duty status.



## **ARTICLE 29**

### **SMOKING**

**SECTION 1.** The Employer and the Union agree that the rights and needs of nonsmokers and smokers should be recognized and preserved pursuant to GSA amendments to Title 41, Part 101-20 of the Code of Federal Regulations.

**SECTION 2.** Smoking is prohibited in all areas controlled by the Flight Inspection Maintenance Division (AVN-300) and occupied by NFFE Local 2097 bargaining unit members as their regularly assigned duty station except in properly ventilated and separated areas designed by the Employer as smoking areas.

**SECTION 3.** A properly ventilated and separated area is one that is physically separated from non-smoking areas by enclosed walls and doors. It must have a ventilation system that vents tobacco smoke to the outside so as not to enter non-smoking areas. It also must not be an area employees are required to use.

**SECTION 4.** If a properly ventilated and separated area exists, or if a properly ventilated area can be separated by making minor modifications within funding limitations, it may be designated as a smoking area if the Employer determines it is appropriate.

**SECTION 5.** If a properly ventilated and separated space is not available or can not be made available in accordance with Section 4 above, the Employer shall designate outside smoking areas wherever practical.

**SECTION 6.** The Employer agrees to post and enforce "NO SMOKING" rules in any location where flammable liquids, gases,

vapors, or a collection of readily ignitable and combustible materials are stored.

**SECTION 7.** Smoking shall be prohibited in areas where aircraft are parked, stored, or fueling of aircraft is conducted.

**SECTION 8.** It is the responsibility of the Employer to post and designate smoking areas.

**SECTION 9.** When changes in the location of individual smoking areas are contemplated, the Union will be consulted and permitted to provide input to the decision. Other changes will be subject to provisions of Article 10 of this Agreement.

## **ARTICLE 30**

### **EMPLOYEES RIGHT TO PRIVACY**

**SECTION 1.** The Employer agrees to collect, maintain, use, or disseminate records of identifiable personal information concerning unit employees only for necessary and lawful purposes, and ensure that such information is timely and accurate for its intended use and adequately safeguarded to prevent misuse and unauthorized disclosure.

**SECTION 2.** In order to ensure accuracy of records maintained by the Employer, the Employer shall when requested by the employee permit the employee to:

**a.** Know what records are being collected, maintained, or used by the Employer which pertain to him/her.

**b.** Have access to and a copy of all or any portion of his/her records.

c. Correct or amend his/her records in accordance with law, rule, or regulation.

**SECTION 3.** In order to protect individual employees from an unwarranted invasion of privacy the Employer shall ensure that:

a. The employee's Official Personnel Folder will be viewed only by the employee, the employee's representative upon written designation by the employee, or a designated official of the agency for official purposes only. Proper identification must be provided by the Party seeking access to the file.

b. A supervisor's personal notes, papers, and records concerning an employee will not be disclosed in any manner, except to the individual who is the subject of the record or to the persons authorized to have the knowledge in accordance with law or regulation. If the notes are typed by or made available to any other person or office, the status is changed to that of a personnel record.

**SECTION 4.** Employees have a reasonable expectation of privacy in regard to their person or personal possessions. The employer will not search bargaining unit employees or examine the personal effects of an individual employee without evidence of wrongdoing or reasonable and probable cause. Probable cause is a suspicion founded upon circumstances sufficiently strong enough to warrant a reasonable person to believe the charge is true. If a search is conducted the reason for belief will be documented and provided to the Union upon request.

**SECTION 5.** The Employer recognizes that an employee has the right to challenge entries on any record used in the negotiated grievance procedure.

**SECTION 6.** In accordance with Order 1350.22A, Paragraph 429, the Human Resource Management Division shall announce by a notice to all current bargaining unit employees in their jurisdiction at least annually, that at the employee's request, he/she will be provided with an opportunity to review automated and manual personnel records that are maintained concerning the employee that have the potential of being used in making a determination about the employee or being disclosed under routine uses outside the Department of Transportation (DOT).

## **ARTICLE 31**

### **TESTING FOR ILLEGAL DRUGS AND ALCOHOL EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1.** The Parties agree that testing of unit employees for illegal drugs and alcohol and the Employee Assistance Program shall be conducted in accordance with law, rule, or regulation and this Article.

**SECTION 2.** The Employer agrees to comply with the applicable executive order which authorizes the Secretary of Health and Human Services (HHS) to promulgate drug and alcohol testing guidelines for drug and alcohol testing programs and requires the Employer to conduct a drug and alcohol testing program in accordance with HHS guidelines once promulgated.

**SECTION 3.** The Employer will endeavor to provide briefings for all employees newly identified as subject to random testing at least twenty (20) days prior to initiation of such tests. The Union shall be notified of these briefings and be allowed to attend and speak at these briefings.

**SECTION 4.** Any additions or subtractions from the population of positions and/or employees subject to random drug and alcohol testing will be made in accordance with applicable regulations.

**SECTION 5.** The Employer shall continue to maintain "chain of custody" and testing procedures which prevent an individual employee's sample from being transposed with another sample and eliminates errors which could permit an innocent employee to be unjustly branded a user of illegal drugs or alcohol or required to endure a drug and alcohol rehabilitation program without justification. In the good faith effort to ensure an error free procedure the Employer agrees to the following procedures:

**a.** When the urine sample is to be provided and the employee makes a request, he/she is entitled to Union representation during the collection of the sample. The representative shall observe all actions of the collection site monitor.

**b.** If a selected employee is unable to provide a sufficient volume of urine within a reasonable period of time on the appointed day, the employee will be scheduled for another time.

**c.** After the Employer has determined that a tested specimen has been confirmed positive, the Employer shall advise the employee that he/she may request a second test of the specimen and will arrange contact with the Medical Review Officer, if desired. The second test will be conducted at the same laboratory. The employee can also request a second test at another certified laboratory. In such instances, the laboratory used by the Employer will send a portion of the original sample to the laboratory designated by the employee.

**d.** When an employee is notified of a confirmed positive, prior to any meetings, the employee shall be notified of his/her right to

Union representation at any meetings concerning the test result. This right shall extend to meetings with any medical personnel.

e. The Union shall be given copies of all laboratory proficiency test results which are maintained by the agency. If agency officials visit the laboratory for an inspection, the Union shall be entitled to designate an observer to attend this inspection.

f. Employees shall not be required to disclose the legitimate use of a specific drug or alcohol at the outset of the program. Employees will have the opportunity to provide documentation supporting legitimate usage upon a positive test result. The employee shall be allowed to list all non-prescription and medical documentation of prescription medications currently being used or have been used in the past six (6) months. This documentation shall be presumed to be a valid explanation of the positive urinalysis.

g. The employee will be allowed a reasonable amount of duty time to research the names of the medications used and shall have availability to agency telephones for contacting the physicians who prescribed the medications and/or the druggist from whom purchased.

**SECTION 6.** The Employer agrees that employees subject only to reasonable suspicion, accident, and unsafe practice testing will not be tested for arbitrary, capricious, or frivolous reasons.

**SECTION 7.** The Employer shall establish procedures which allow for individual privacy when providing urine specimens unless the Employer has reason to believe that a particular individual may alter or substitute the specimen to be provided. Any "reason to believe" observation must be concurred in by a higher level supervisor of the collection site person.

**SECTION 8.** If the urine sample is to be provided off-site, the employer shall provide transportation to the site. Travel to and from the laboratory or test site will be on official time.

**SECTION 9.** Disciplinary or adverse actions concerning drug or alcohol testing or drug and alcohol usage proposed by the Employer shall be taken in compliance with applicable law, rule, or regulation, including Public Law 95-454 of the Civil Service Reform Act of 1978 and this Agreement. A decision letter of removal issued by the Employer in connection with the drug and alcohol testing program may be grieved at Step 3 of the negotiated grievance procedure or may be appealed to the Merit Systems Protection Board; either procedure may be used, but not both.

**SECTION 10.** The Employer shall maintain and ensure strict confidentiality and safeguards which protect records of negative and confirmed positive test results and related medical and rehabilitation records from those without the right to know or possess such information. The employee concerned will be informed of test results and if Union representation is requested, such information will be furnished to the Union in connection with a grievance or investigation of a grievance concerning a drug test upon permission of the grievant.

**SECTION 11.** Union representatives named by the President of Local 2097 will receive extensive training from the Employer on the DOT and FAA drug and alcohol testing program on official time if otherwise in a duty status.

**SECTION 12.** *The Employee Assistance Program.* The Employer shall inform employees concerning all aspects of the Employee Assistance Program.

**a.** Employee participation in the program shall be voluntary. If a drug and alcohol test report is positive and the employee does not wish to challenge its findings, the Employer will make reasonable accommodations for the employee's drug or alcohol abuse problem by providing him/her access to the Employee Assistance Program. If the employee chooses to participate in the program, following a reasonable period of time determined in conjunction with representatives from the program, another urinalysis will be conducted.

**b.** Supervisors who refer employees to the program in connection with a drug and alcohol test, a proposed disciplinary action or for other reasons must stress the voluntary nature of the program and use persuasion instead of involuntary assignment to the program.

**c.** The confidential nature of records of employees in the program regardless of the nature of the problem shall be strictly maintained.

**SECTION 13.** The Parties Agreement in this matter in no way waives any employee's constitutional rights.

## **ARTICLE 32**

### **DISCIPLINARY AND ADVERSE ACTIONS**

**SECTION 1.** *Definition and Methods of Discipline.* For the purpose of this Agreement discipline shall be defined as closer supervision, oral reprimands, involuntary reassignment made as a corrective action, written reprimands, suspensions, and removals. The Union and the Employer agree that discipline is the right of the Employer pursuant to Title 5, USC 7106, in that the Employer may "suspend, remove, reduce in grade or pay, or take other



disciplinary action against employees”, and that such action shall be based on just cause and in accordance with applicable regulations. Just cause excludes discipline based on mere whim, impulse, or caprice. Just cause must be found in a violation of the Employer's rules of conduct prescribed by law, rule, or regulation. The Parties also agree that the most effective discipline is prompt, fair, consistent, and progressive. The Employer may use counseling in the attempt to maintain disciplinary objectives which are corrective and not punitive in nature.

**SECTION 2.** *The Employer's Responsibility.* The Employer shall adhere to the following principles in administering discipline:

**a.** The action taken must be consistent with the precept of like penalties for like offenses with mitigating or aggravating circumstances taken into consideration.

**b.** The action taken shall be fair and equitable and the penalty no more severe than that which is necessary to correct the situation and maintain discipline.

**c.** In determining the severity of the penalty requisite consideration shall be given to whether the employee knew, or could reasonably be expected to know, what standard of conduct or performance was expected; the gravity of the offense; the frequency of violation; the past record of the employee; and extenuating circumstances offered by the employee.

**d.** The determination to discipline and the corrective action imposed shall not be influenced by the employee's race, color, religion, sex, national origin, age, marital status, political opinions or political affiliation, or affiliation with, as an officer or a member of any employee organization.

e. Counseling sessions will be conducted privately to avoid personal embarrassment to the affected employee and confidentiality shall be maintained in such manner that only those who have a right to know are made aware of a counseling session.

### **SECTION 3. *Investigations.***

a. Prior to a proposal to formally discipline a bargaining unit employee an investigation must be conducted by the management official concerned. Such investigation of an employee's actions or conduct will be fair, objective, and designed to ascertain all pertinent facts both for and against the employee and may or may not include a discussion with the employee concerned. However; the management official will sincerely consider interviewing the employee during the investigatory phase.

b. When an employee is questioned by an official of the agency during an investigation, that employee has the right to request a Union representative be present if the employee believes answering the question or questions could result in his/her being disciplined. No further questioning will take place until the Union has been notified of the request and the Union has been given a reasonable amount of time to be present. NOTE: The right to representation in such investigatory questioning arises only when an employee specifically requests representation by the Union; this right is waived if no request is made. If the request is made the interview may be canceled by the agency official who may proceed with the investigation using the information already obtained or available from other sources or he/she may continue the questioning when the Union representative is present.

c. When the request for representation is made either participant in the meeting may be the one who officially notifies the Union of the request. If the employee chooses to be the one to notify the

Union he/she will be given a reasonable amount of time to contact the Union President or a designee requesting representation.

**d.** The Employer shall annually inform bargaining unit employees of the right to representation which is expressed in Section 3(b) of this Article in accordance with the requirement of 5 USC 7114(a)(3).

#### **SECTION 4.** *Categories of Discipline.*

**a.** The Parties agree to the administration of two types of discipline, informal, and formal. Pursuant to the principles in Section 2 of this Article, discipline will be corrective and progressive in nature and appropriate to the severity of the offense, i.e., no more severe than that necessary to correct the situation. The use of informal corrective measures, when appropriate, will be used prior to proposing formal discipline. The Employer will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty. Corrective measures both informal and formal may be preceded by a counseling session during which an employee will be advised of the reasons for the action including a description of the improper action and the penalty which could result if the actions continue and corrective steps to provide for a remedy. The employee may utilize the negotiated grievance procedure to refute the accuracy of the allegations at Step 1 of the grievance procedure.

**b.** Informal discipline consists of closer supervision, oral reprimands, and involuntary reassignments. The use of informal measures may be recorded on the employee's SF-7B card and maintained in local files.

**c.** Formal discipline consists of Letters of Reprimand, Suspensions, and Removal. The record of issuance of formal

disciplinary measures are placed in the employees Official Personnel Folder.

**SECTION 5. *Counseling Sessions.*** The counseling sessions referred to in this Article is a non-disciplinary event initiated by a supervisor during which an individual employee may be advised or instructed concerning conduct or performance deficiencies or other matters of concern to the supervisor which relate to conduct or performance. The counseling referred to in Section 4 of this Article concerns conduct. Group meetings with employees for purposes of providing information, explanation of new or existing policies or changes in conditions of employment or answering questions from employees are not counseling sessions. Direct orders or impromptu comments given by a supervisor to an employee are not counseling sessions. A counseling session is a private meeting between a supervisor and an employee concerning conduct or performance. Prior to its beginning the employee will be informed that it is a counseling session and given the reason for the meeting.

**SECTION 6. *Reprisals and Discipline.*** It is agreed that disciplinary measures shall be based on objective considerations and not used as a reprisal or threat or attempt to intimidate an employee who has filed a grievance, given testimony in any hearing, or has contacted a representative of the EEOC or the Union.

**SECTION 7. *Informal Discipline.***

**a.** In the case of an informal disciplinary measure such as closer supervision, the employee will be informed of the alleged misconduct or inadequate work performance and documentation presented to the employee. The employee may utilize the negotiated grievance procedure to refute the accuracy of the

allegations and/or documentation at Step 1 of the negotiated grievance procedure.

**b.** In the case of a contemplated oral reprimand, the employee shall be advised of the specific infraction of law, rule or regulation, or breach of conduct. The employee will be informed specifically that he/she is receiving an oral reprimand. If a meeting is held in connection with the oral reprimand and the employee requests Union representation, a Union representative will attend the meeting. The employee may tell his/her side of the story. If the supervisor believes a reprimand is still warranted after listening to the employee, the reprimand and steps necessary to prevent a recurrence may be administered. The employee may grieve the oral reprimand at Step 1 of the negotiated grievance procedure.

**c.** The use of reassignment as a corrective measure shall not be arbitrary, capricious, or unreasonable. The employee shall be fully informed during counseling of the reasons for the actions and the improvement expected. Retaliation or reprisal must not be a contributing factor in the decision to involuntarily reassign an employee. Involuntary reassignment may be grieved at Step 2 of the negotiated grievance procedure.

**SECTION 8. *Progressive Discipline.*** It is understood by the Parties that the concept of progressive discipline described in this Article permits a previous disciplinary action of a minor nature at the informal level to give support to a more serious action or penalty at a higher level. Minor disciplinary events may be cumulative only if for a related offense. Informal actions for other types of unrelated offenses shall not be considered in evaluating the action or penalty for a present offense. Disciplinary actions which have been rescinded because of a supervisor's or an arbitrator's decision or have passed the time limit for their inclusion or in

official or unofficial files shall not be used as support for subsequent actions.

**SECTION 9. *Formal Discipline.***

**a.** In the case of a formal disciplinary action such as a written reprimand, suspension, or removal, a dated written notice shall be given to the employee advising that a formal disciplinary action is being considered; the type of action which may be contemplated; the reason or reasons for such consideration and that the employee and/or his/her representative has the right to review the documentation relied on to support the proposed action, and that the employee has a right to be represented.

**b.** The employee may respond orally or in writing to the supervisor designated to hear the reply within fifteen (15) calendar days of receipt of the notification. The right to reply orally to a notice of a proposed adverse action (except furlough) includes the right to be represented and the right to a hearing. If the employee requests a hearing the official who will decide if the proposal will be effected, the employee, the employee's Union representative and any other person mutually agreed to by the Parties shall meet to discuss and attempt to solve the matter.

**c.** The employee and his/her Union representative will be given a reasonable amount of official time for reviewing the documentation provided, preparation of the answer, and attendance at the hearing.

**d.** Once discipline or a proposed notice has been given no discussions will take place between the Employer and the employee until the employee has been advised of the right to representation. When representation is requested no further discussion will occur unless the employee's representative is present.

e. Following the employee's response the Employer shall issue a written and dated decision in the matter. Regardless whether the employee chooses to respond, the decision will be made not earlier than sixteen (16) days or more than forty-five (45) days from the date of the proposed notice to discipline, unless an extension is granted pursuant to Section 15 of this Article.

f. The employee may subsequently file a written grievance at Step 2 of the negotiated grievance procedure contesting the action within thirty (30) calendar days after the effective date of the action. A written reprimand, a suspension for less than fourteen (14) days or other disciplinary action must be contested under the negotiated grievance procedure.

**SECTION 10.** *Appropriateness of Suspensions and Removals.* The Employer agrees that removals will be used only when the employee's actions are such that removal will promote the efficiency of the service and requisite consideration has been given to some other type of action of a lesser nature which would be more appropriate.

**SECTION 11.** *Records and Discipline.*

a. All notations on the employee's local files shall be removed six (6) months from the date of entry. Upon request, the employee shall be allowed to observe the removal of records from the local file.

b. Letters of Reprimand shall be removed from the employee's Official personnel Folder and all other records pertaining to the reprimand cleared after one (1) year. Once removed, the reprimand shall be regarded as never having occurred and reference to the withdrawn action may not be used to support a subsequent action.

c. Suspensions received by an employee may not be the basis for further action after two (2) years.

d. Disciplinary actions which are removed as a result of a grievance or arbitration decision shall be removed from local files and/or the employee's Official Personnel Folder or other locations within ten (10) days after the decision.

## **SECTION 12. *Lesser Penalties.***

a. When the Employer issues a proposed notice of disciplinary or adverse action under the regulatory provisions of the OPM or this Agreement, it is understood that the Employer may after consideration of the employee's response, subsequently decide or agree to impose a lesser penalty covered by the provisions of this Article. When this occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional notice of proposal. The employee may still file a written grievance at Step 2 of the negotiated grievance procedure within thirty (30) days of the final decision.

b. When the Employer is directed by an arbitrator's decision to impose a lesser penalty for a disciplinary action covered by the Agreement, such decision will be final and not grievable under the Negotiated Grievance Procedure.

## **SECTION 13. *Copies Furnished to the Employee.***

a. The Employer will provide the employee with two copies of any written warning, letter of reprimand, or proposal of adverse action so the employee may provide his/her representative with a copy.



**b.** The Employer will provide the employee two copies of any decision concerning a disciplinary or major adverse action so that the employee may provide his/her representative with a copy.

**SECTION 14.** *Role of the Representative and the Right to Information.* - When the employee has designated in writing a representative of his/her choice, the Employer will deal with the representative and provide copies of all pertinent correspondence directly. All evidence used against an employee shall be made available to the employee and the representative. The employee and the representative shall have access to and are entitled to secure all information relevant to the case.

**SECTION 15.** *Extensions of Time.*

**a.** Extensions of time for replying to a proposed notice of discipline will be granted if requested by the employee or his designated representative for valid reason such as workload requirements, non-availability of a Union Representative, illness, accident, death in family, jury duty, etc.

**b.** Requests for extensions of time for grieving a Notice of Final Decision must be submitted to the Manager (AVN-300) or designee for mutual agreement between the Parties pursuant to Section 7 of Article 5 of the grievance procedure.

**SECTION 16.** *Conditions for Waiver of this Article.* The Union agrees that if there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, or there is reasonable cause to believe that life, safety, or property may be jeopardized, the procedures for processing a disciplinary or major adverse action will be those stated in current regulations, and not the procedures negotiated in this Agreement.

## **ARTICLE 33**

### **REDUCTION IN FORCE (RIF)**

**SECTION 1.** The Parties agree that Reduction in Force (RIF) causes adverse effects to the Employer and the employees involved. Therefore RIF will be implemented only after other actions such as attrition and restricting recruitment have been considered.

**SECTION 2.** *Notification to Union.*

**a.** At least twenty (20) days prior to a notification to affected employees, the Employer will notify the Union President of the proposed implementation date of a reduction in force.

**b.** The Employer agrees to provide to the Union the following information as soon as it is available:

**(1)** The reason for the RIF.

**(2)** The numbers, types, and grades of employees involved.

**(3)** The anticipated effective date of the action.

**(4)** Other information requested by the Union when available and in accordance with applicable law, rule, or regulation.

**c.** The Union may request negotiations on the impact of the RIF on bargaining unit employees within twenty (20) days of notification.

**SECTION 3.** Reductions in force shall be administered in accordance with prescribed laws and Office of Personnel Management regulations.

**SECTION 4. *Retention Registers.*** The Union will be provided access to the retention registers applicable to bargaining unit employees simultaneously with the issuance of reduction in force notices to affected unit employees.

**SECTION 5. *Specific RIF Notices.*** The Employer shall provide a written notice to each employee affected by a change to lower grade or separation in a reduction in force at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, the employee's adjusted service computation date. In addition it shall describe the employee's competitive area and competitive level. Information concerning rights of appeal or grievability and time limits on such rights will be contained in the notice. Amendments to a specific notice may be included within the original notice period.

**SECTION 6. *Reduction of Impact During RIF.***

**a.** The Employer agrees in the event of a reduction in force existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions unaffected by the RIF.

**b.** The Employer shall request, when appropriate, that the OPM determine whether the agency is undergoing a major reduction in force for the purpose of authorizing early retirements under 5 USC 8336(d)(2).

**c.** Upon request, the Employer shall counsel individually with employees eligible for regular, optional or involuntary retirement in order to explain the benefits and/or penalties for such action.

## **SECTION 7. *Placement of Affected Employees.***

**a.** The Employer, where appropriate, shall make a maximum effort to waive qualification requirements in assignments to vacant positions during reductions in force.

**b.** Employees whose qualification requirements were waived and placed in a position with different duties from those previously performed will receive job-related training formally or on-the-job if determined necessary by the Employer.

## **SECTION 8. *Access to Information.***

**a.** An employee affected by RIF shall be allowed to exercise the right to inspect RIF records and retention registers pertaining to the employee's individual action.

**b.** An employee who has received a specific notice of reduction in force may be assisted by a Union representative in reviewing the retention registers applicable to his or her situation and in obtaining other information from the Employer pertaining to the reduction in force.

**c.** The Union President may designate a representative or alternates on an individual basis in individual cases as a principal representative for matters relating to a RIF. Such representative(s) shall be permitted a reasonable amount of official time to perform such representational functions and requests for such official time will not be unreasonably denied.

**SECTION 9. *Salary Retention.*** Salary retention for affected employees will be allowed as provided by appropriate law, rule, or regulation.

**SECTION 10.**     *Out-of-Agency Employment/Reemployment  
Priority Preferred Placement.*

**a.** In the event of a reduction in force (RIF) affecting termination of employee(s), the Employer will refer the affected employee to the State Employment Service as to whether the employee may be eligible for training at Government expense.

**b.** When resources permit, the employer will assist affected employees with out-placement to other Federal agencies and Employers (i.e., private sector, etc.).

**c.** A career or career-conditional employee who is separated by reduction in force shall be placed on a reemployment priority list pursuant to applicable rules and regulations. Such employees shall be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that the acceptance of temporary employment will not modify an employee's right to be offered permanent employment.

**d.** An employee who is eligible for grade retention who is placed in a lower graded position by RIF procedures shall be entitled to priority placement to a higher grade in accordance with applicable regulations including:

**(1)** Employees who have been downgraded without personal cause or at their own request who served under a career or career-conditional appointment (or one of equivalent tenure) shall be entitled to priority placement consideration to their retained grade prior to a vacancy being filled by competitive promotion.

**(2)** A list of the most senior highly qualified downgraded employees determined by service computation date will be referred to the selecting management official before a competitive

promotion is advertised and before referral of other candidates not entitled to preferred placement. A repromotion eligible who declines consideration or selection will be removed from consideration at that grade or lower. If the employee declines consideration or a job offer at the grade level or equivalent from which he/she was downgraded will lose priority placement eligibility.

(3) Grade and pay retention cease to apply to an employee who declines a reasonable offer of a position the grade or pay for which is equal to or higher than the employee's retained pay or grade. To be a "reasonable offer of a position" the offer must meet the requirements of FAA Order 3550.11A, Appendix 2.

**SECTION 11.** *Grievability of Improper RIF Procedures.* An employee who has received a specific notice of reduction in force may grieve the action during the period beginning with the date of the specific notice until twenty (20) days after the effective date of action at Step 2 of the negotiated grievance procedure.

**SECTION 12.** *Information Update to Union.*

a. The Employer will periodically update the Union, upon request, on the status of the reductions in force. Any significant changes in status will be reported to the Union.

b. The Union will be provided at the conclusion of the reduction in force a list of all vacancies filled during the RIF. The list shall include the grade and position title of the position, and the name of the bargaining unit employee who filled the vacancy.

## **ARTICLE 34**

### **FURLOUGHS FOR LESS THAN THIRTY (30) DAYS**

**SECTION 1.** Furloughs for thirty (30) days or less shall be administered in accordance with applicable law, regulation, and this Article in regard to unit employees.

**SECTION 2.** The Employer agrees to notify the Union as early as possible before issuing notices of proposed furlough action to bargaining unit employees. The Union will be informed of the reason for, the length of, the approximate effective date of the proposed furlough, the number, types and grades of employees affected; and which, if any, employees will be exempted from the furlough.

**SECTION 3.** The Union may request negotiations within ten (10) days of notification regarding the procedures to be used in implementation and methods to reduce the adverse impact on unit employees.

**SECTION 4.** Individual employees will be given a written notice of proposed furlough at least thirty (30) days before the effective date of the furlough.

**SECTION 5.** The notice of proposed furlough will state the specific reasons for the furlough, the right to review the material which is the basis for the action; where the material can be reviewed; and the right to Union or other representation.

**SECTION 6.** Upon request, the employee will be given up to sixteen (16) hours official time if otherwise in a duty status to review the material provided by the Employer and prepare a reply.

If Union representation is requested by the employee, the Representative shall be allowed a reasonable amount of official time to assist the employee.

**SECTION 7.** The Employee shall be allowed fifteen (15) calendar days to answer the proposal orally or in writing.

**SECTION 8.** The notice of proposed furlough shall be in writing and issued prior to the effective date of the furlough. It shall inform the employee of the right to grieve the action under the negotiated grievance procedure.

**SECTION 9.** Upon request, the Employer shall furnish MSPB appeal forms to bargaining unit employees in a timely manner.

**SECTION 10.** Bargaining unit employees may utilize the negotiated grievance procedure within thirty (30) calendar days after the effective date of the furlough at Step 3 of the negotiated grievance procedure. The Employee may use the negotiated grievance procedure.

**SECTION 11.** If the Employer determines that fewer furlough days are necessary due to changed circumstances the reduction may be included in the timeframe of the notice of proposed furlough. The Employer may extend the timeframe and the effective date of the notice and shall notify the employee and the Union of said extension. If furlough days are to be increased either an amended or new notice will be issued to affected employees.

**SECTION 12.** The Employer agrees to permit the affected employees to schedule furlough days according to personal desire and arrangement if such arrangements do not conflict with regulations or operating requirements. If furlough days are scheduled continuously or discontinuously, the procedure used



shall be similar to that used in scheduling vacation leave pursuant to Article 14, Section 2 of this Agreement if furlough days are continuous. If furlough days are discontinuous, employees with the highest seniority based on service computation date (SCD) will be given first choice and priority consideration in scheduling furlough days when there is a disagreement between employees.

## **ARTICLE 35**

### **PARTICIPATION IN WAGE SURVEYS**

**SECTION 1.** The Employer agrees to notify the Union when notice is received, that a locality wage survey is scheduled under the coordinated Federal Wage System. Union representatives may serve as data collectors provided they are duly appointed consistent with provisions of the Federal Personnel Manual.

## **ARTICLE 36**

### **QUALITY INITIATIVE**

The Parties agree that it is in the best interests of both the Employer and the Union to explore the possibility of implementing a cooperative form of doing business that empowers employees to continually improve quality, productivity, and the work situation using teams most knowledgeable of the work processes.

The intent of this undertaking is to enhance the traditional labor-management relationship; however, it is in no way intended to replace the collective bargaining process.

It is understood that participation in this process is voluntary and that either Party may terminate participation at any time.

Meetings necessary under this provision will be on official time if otherwise in a duty status and will not count against the authorization of official time under Article 8, Section 12.

## **ARTICLE 37**

### **PARTNERSHIP PRINCIPLES**

**SECTION 1.** The Council will consist of equal members of NFFE and AVN-300 management representatives.

**SECTION 2.** All legal decisions rendered by the AVN-300 Partnership Council shall be binding upon the Parties.

**SECTION 3.** All decisions of the AVN-300 Partnership Council are subject to reconsideration and revision.

## **ARTICLE 38**

### **EFFECTIVE DATE AND DURATION**

**SECTION 1. a.** Pursuant to 5 USC 7114(c), the FAA Administrator shall approve or disapprove this Agreement within thirty (30) days from the date the Agreement is signed by the respective parties.

**b.** If the FAA or NFFE Local 2097 membership does not approve or disapprove the Agreement within thirty (30) days, the Agreement shall take effect and shall be binding, subject to the provisions of 5 USC 71.

**c.** If the FAA or the NFFE Local 2097 membership disapprove any provisions of the Agreement, the entire Agreement will be

returned to the Parties for renegotiation of the disapproved portions and resubmitted for approval.

**d.** If the FAA and the NFFE Local 2097 membership approve the entire Agreement within the thirty (30) day period, then the Agreement shall become effective upon approval.

**e.** The effective date shall be shown on both the cover and signature page of the printed Agreement.

**SECTION 2.** This Agreement shall remain in full force and effect for three (3) years from its effective date and automatically renew itself from year to year thereafter. However; either party may give written notice to the other party not more than one hundred and five (105) nor less than sixty (60) days prior to the third anniversary date and each year thereafter, of its intention to reopen and amend, modify, or terminate the Agreement. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later than thirty (30) days prior to the anniversary date. The conduct of such negotiations shall be determined at that time by a Memorandum of Understanding. If negotiations are not concluded prior to the expiration date, the Agreement will continue until agreement is reached or all issues are resolved.

## **SIGNATURE PAGE**

### **Negotiating Teams**

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Michael J. Lee  
President, NFFE Local 2097

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Irven McKey  
Labor Relations Specialist

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Marshall W. Hunt  
Vice President, Local 2097

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Joe Doubleday

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Mike Low

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J. C. Pierce

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Glen Wilkening

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Frank Bridges

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John Mooney

### **Signatories**

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Michael J. Lee  
President, NFFE Local 2097

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Robert Colburn  
Manager, Flight Inspection  
Maintenance Division

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**Date**

This contract approved \_\_\_\_\_  
Director of Labor and Employee Relations

